824.

# SUPREME COURT OF THE UNITED STATES.

## No. 131.

VICTOIRE SHIELDS ET AL., APPELLANTS,

vs.

ROBERT R. BARROW.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.


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CIRCUIT COURT OF THE UNITED STATES,
*Fifth Circuit and Eastern District of Louisiana.*

Be it remembered that heretofore, to wit, on the 19th day of December, A. D. 1842, came into the Clerk's Office of said Court, Robert Ruffin Barrow, by his solicitors, Janin and Johnson, and filed therein his Bill of Complaint, in the words and figures following, viz:—

To the Judges of the Circuit Court of the United States, for the Eastern District of Louisiana:—

Robert Ruffin Barrow, of the parish of Terrebonne, Louisiana, and a citizen of the State of Louisiana, brings this his bill against Mrs. Victoire Benoist, the widow of ——— Shields, and a citizen of the State of Mississippi, but who is now temporarily in this district, (Amendment) and against William Bisland, a citizen of the State of Mississippi, and now temporarily in this district. And therefore your orator complains, and says, that by an act passed before Leufroy Barras, parish judge, and ex-officio Notary Public, in and for the parish of Terrebonne, on the twenty-seventh of July, 1836, he sold to Thomas Rodney a sugar plantation, and a cotton plantation, both situated in the parish of Terrebonne, the former on Bayou Terrebonne, at a distance of about 20 miles from Bayou Lafourche, the latter on Bayou Grand Caillou, with all the improvements, buildings, agricultural implements, tools, carts, horses, mules, work oxen and cattle thereto belonging, the crops thereon standing, and seventy-five slaves of different ages and sexes, thereto attached. That said sale was made for the sum of two hundred and twenty-seven thousand dollars, all payable on time, the said Shields giving 14 drafts and promissory notes for said amount, all dated the 22d July, 1836, which were paraphed *ne varietur* by the parish judge, to identify them with said act, were secured by a mortgage on all said property, and made payable at the Union Bank of Louisiana, in the city of New Orleans; that said Shields, immediately after said sale, took possession of said property; that since then he has paid a considerable part of said price; but that the following notes, being part of those above mentioned, are still unpaid, to wit:

A note drawn by said Thomas R. Shields, to the order of, and endorsed by R. G. Ellis, and also endorsed by Bullitt, Shipp, & Co., and by William Bisland, due and protested the 4th of March, 1839, of $12,000

Two notes drawn by the said Thomas R. Shields, to the order of, and endorsed by said R. G. Ellis, one for the sum of $12,000, the other for the sum of $14,000, both also endorsed by said Bullitt, Shipp, & Co., and William Bisland, and falling due, and protested on the 4th of March, 1840, $26,000

Two notes one of $12,000, the other of $14,000, both drawn by the said Thos. R. Shields, to the order of, and endorsed by George S. Guion, and also endorsed by Van P. Winder, and by William Bisland, due and protested on the 4th of March, 1842, $26,000

Two notes of the same amount as the preceding, drawn by the said Thos. R. Shields, to the order of, and endorsed by Mrs. Victoire Shields, and also endorsed by Wm. B. Shields, and by said William Bisland, falling due the 4th of March next (1843), $26,000

Two notes drawn by the said Thos. R. Shields, to the order of, and endorsed by said Mrs. Victoire Shields, and also by the said Wm. B. Shields, and Wm. Bisland, falling due on the 4th of March, 1844, $26,000

And finally a note of $14,000, drawn by the said Thos. R. Shields, to the order of, and endorsed by George S. Guion, and also by Van P. Winder, and by Wm. Bisland, due and protested on the 4th of March, 1841, on which partial payments have been made, leaving due the sum of, with 10 per cent. interest from 30th May, 1842, $3,956.35

$119,956.35

Your orator further shows that in the aforesaid act of July 27, 1836, it was stipulated and agreed that if any of said notes should not be paid at maturity, they should bear interest at the rate of ten per cent. from maturity until final payment; that the payment of all the above described notes, except those maturing only in 1843 and 1844 was demanded at maturity at the place where they were made payable, and having been refused, the said notes were protested by A. Mazareau, Notary Public, and due and legal notice of protest was given to the aforesaid endorsers thereof, whereby the said Thomas R. Shields, and Wm. Bisland, by whom all said notes are endorsed, became indebted to your orator in the principal sum of $67,956.35, with the interest aforesaid and costs of protest, and the other above named endorsers became indebted to your orator in proportion to the amount of their said respective endorsements.

And your orator further shows that the affairs of said Thomas R. Shields having become greatly embarrassed, the said William Bisland obtained on the 7th of July last on the law side of this court in suit No. 973, a judgment against said Shields for the sum of $47,374 35; that a writ of *fi. fa.* having issued under said judgment, the marshal seized the undivided half of another plantation in the parish of Terrebonne, and a certain number of slaves thereto attached, (the said plantation being the joint property of said Bisland and Shields), and advertised said undivided half to be sold on the 5th of November last.

And your orator further shows that on the 1st of November last

he instituted a suit by attachment against the said Wm. Bisland in the Commercial Court of New Orleans, said suit being numbered 5,471, on three of the aforesaid notes drawn by said Shields, and endorsed by said William Bisland and others, to wit: the note of $12,000 due since the 4th of March, 1839, and the two notes, amounting together to $26,000, protested on the 4th of March, 1840, and the sheriff of said Commercial Court attached on said 1st of November last in the hands of the clerk and of the marshal of this court all the rights of said defendant in and to his aforesaid judgment against said Shields, and in and to the said writ of execution, and the proceeds thereof.

And your petitioner further shows that on the 5th of November last he instituted a suit in the District Court of the 2d judicial district in and for the parish of Terrebonne, being suit No. 394, against the said Thomas R. Shields and the said William Bisland on the above mentioned two notes, amounting together to $26,000, due and protested since the 4th of March last, 1842; that said suit as against said Thomas R. Shields was in the form of an ordinary civil action, and as against the said Wm. Bisland, it was commenced by attachment, and that in consequence thereof the sheriff of the parish of Terrebonne attached the undivided half belonging to Wm. Bisland of the same plantation, and slaves of which the said William Bisland had procured, the other half belonging to said Shields, to be seized and advertised for sale.

Your order further shows that on the said 5th of November last the marshal sold the said property which he had seized in the said suit of Bisland *vs.* Shields, and said Bisland became the purchaser thereof for the sum of $35,000, the proceeds of said sale remaining subject to the attachment sued out by your orator in his aforesaid suit in the Commercial Court and laid in the hands of the marshal.

And your orator further shows that he had it then in his power to enforce his aforesaid claim of $67,956 with interest both upon the property of the said Shields and of said Bisland, who neither had nor pretended to have any defence against the same; but yielding to the solicitations of said Thos. R. Shields and of his said endorsers, your orator consented to an amicable settlement of his entire claim, which was accordingly concluded by an act passed before Leufroy Barras, the parish judge and ex-officio notary public in and for the parish of Terrebonne, on the 9th of November last.

Your orator further shows that by said act it was stipulated between your orator of the first part, the said Thomas R. Shields of the second part, and the said Mrs. Victoire Shields, William B. Shields, William Bisland, George S. Guion, Richard G. Ellis, and Van P. Winder, his endorsers, of the third part, that your orator should cancel the aforesaid sale of the 27th of July, 1836, and take back the property thereby conveyed, with all the slaves he had sold and their increase; that he should release all the aforesaid parties from any responsibility arising from the notes given for the said

purchase of the 27th of July, 1836; that all the unpaid notes proceeding from said sale should be given up to said Thos. R. Shields; that your orator should dismiss the aforesaid suit instituted by him in the District Court of Terrebonne against the said Bisland and Shields as soon as a legal transfer of all said property could be made to him, either by seizure in your orator's name or otherwise; that in consideration thereof, the said six endorsers should execute each two promissory notes of equal amount, one of them payable in March next, the other in March 1844, which notes were given by them in different sums, and made together the sum of thirty-two thousand dollars; that said notes were deposited in the hands of the parish judge of Terrebonne, to be delivered to your orator as soon as he should have re-acquired a title to said property, and should have released said endorsers from all further responsibility; and it was further agreed that a negro woman, Liza, who had been obtained by said Thos. R. Shields in exchange of a negro man whom he had purchased from your orator, should be given up to your orator, and that said parties of the second and third part should pay all the expenses of said plantations for the current year up to the time of said contract.

And your orator avers, that, immediately after the signature of the last mentioned act he took possession of said property; that in acceding to said agreement, he was prompted by the representations of the said Shields and his endorsers, who declared that they would consider your orator's consent thereto as a friendly act, and expressed much anxiety to be relieved from the responsibility resulting from the said sale of July 27th, 1836; that no sooner, however, was the said act of Nov. 9, ult. signed than the said Shields and his said endorsers changed their language and conduct, complained of the said agreement as oppressive, and were evidently preparing pretext to justify their intended refusal of payment of their aforesaid notes, amounting to $32,000; that thereupon your orator offered, in writing, on the 11th of November last, to each of said endorsers, and to said Thomas R. Shields, unconditionally, to cancel said agreement; which offer was refused by all of them; that this contradictory behavior excited your orator's suspicions; and that by further inquiry, he has acquired the conviction that he has been imposed upon by illegal and unfair contrivances; and that said act of the 9th of November last should be set aside as being the result of misrepresentation and fraud.

And your orator further shows, that said act was prepared with great precipitancy, the said endorsers alleging that they could bestow no more time upon it on account of the impending departure of some of them; that your orator was prevented from consulting a professional adviser; that among the said indorsers was one skilled in the law; that the apparent cordiality with which the said agreement was entered into induced your orator to trust the representations of said parties concerning the condition of the property, and that there was

no time left to him to inquire into it; and that said indorsers strenuously objected to his wish to be permitted to consult his counsel, then absent. And your orator shows that, since he has had time to make the necessary inquiries, he has discovered that, although he was led to believe, by the terms of said act of Nov. 9, ult., that all the slaves which he had sold were still on said plantations, said act expressly stating that he was to receive back "all the slaves he sold as well as their increase;" ten of them have died since your orator made said sale; the names and ages of said deceased slaves, as given in the sale of July 27th, 1836, being as follows: Bob, 30 years; Grice, 37 y.; Solomon, 37 y.; Rachel, 18 y.; Honor, 35 y.; Eliza, 30 y.; Sophia, 30 y.; Lucy, 30 y.; Harriet, 15 y.; and Henry, 2 y.

That Martha Jane Leonora Wetherspoon, the wife of said Thomas R. Shields, departed this life about the month of February, 1841, leaving 5 or 6 minor children, the issue of her marriage with the said Thos. R. Shields; that her estate never was administered on or ever opened in the competent probate court; that whereas your orator's sale to said Wm. R. Shields was made during the existence of the community between said Thos. R. Shields and his said deceased wife, the title to one undivided half of said property is now in the estate of the said Mrs. Shields, and that this circumstance is calculated to create delays, expenses, and embarrassments, of which your orator was not informed by said parties.

That their judicial mortgages were recorded in said parish of Terrebonne, against the said Thos. R. Shields, at the time of passing said act of Nov. 9 ult. to wit, one in favor of said Wm. Bisland, for $\$47{,}374\frac{35}{100}$, recorded the 18th of July, 1842; another in favor of said Van P. Winder, for $5,000, recorded the 30th of September, 1842; and the third in favor of Antoine A. Laforest, for $\$2{,}761\ 06\frac{2}{3}$; that said judicial mortgages encumber all the property proposed to be reconveyed to your orator by the said act of Nov. 9, ult., and especially the slave Eliza, given to your orator in exchange of another slave, and on which your orator has no special mortgage. And that your orator was kept in ignorance of the existence of these judicial mortgages; that by the terms of said act your orator was immediately to be put in possession of everything that belongs to the plantation, "the whole as it stands now;" and that, nevertheless, the said Thos. R. Shields has taken away from said plantation some provisions, a mule, and particularly all the winter clothing of the slaves, the want of which at this moment must exercise an injurious effect upon the health of the slaves, and also upon the crops and revenue of the plantation; and that, moreover, the said Thos. R. Shields now claims three flat-boats, which always belonged to said plantation on Bayou Terrebonne, and with which no plantation on that Bayou can dispense.

That by the said act of Nov. 9th last, said Shields and his endorsers bound themselves to pay all the expenses of said plantations for the current year, up to the date of said act; that your orator

has ascertained that there are claims against said plantation, to wit: Peters & Millard claim for provisions, $1,020 48; Hewitt, Haran & Co., for provisions and groceries, $301 25; Priestly & Bien, for hardware, oil, &c., &c., $212 25; Thomas Walsh, for overseer's wages, $2,571 70; and J. R. King, for setting sugar kettles for the last crop, $175. That said creditors claim privileges on the crop, and importune your orator for their payment; that the claim of said J. R. King and a considerable portion of that of said Thomas Walsh are undoubtedly privileged; that neither of these creditors has been paid even in part, said Shields stating himself to be destitute of means, and said endorsers having made no provision whatever for their payment, and refusing to make any; that your orator is therefore exposed to the inconvenience and danger of these claims; that by said act of Nov. 9th last, the said Shields and his endorsers were to provide only for the payment of expenses during the present year, and that said Thomas Walsh, the overseer, has a privilege not only for the present year, but also for his last year's wages, amounting to $900, and as your orator has reason to believe, still entirely unpaid; that in addition to the above claims, your orator has been informed that R. G. Hazard has a claim of $294 01, for negro clothing, and John C. Harrison furnished said Thos. R. Shields with groceries on the 1st of June last, for the sum of $97 11; that the said John C. Harrison also claims to be entitled, in part, to the mortgage by which the note of $14,000, due the 14th of March 1841, was secured, inasmuch so with the exception of the balance of $3,956 35, still due on said note, about $2,000 paid thereon by said Thos. R. Shields, the remainder of said note was paid to your orator by said Harrison, and said Harrison avers that, by agreement with the said Thos. R. Shields, he was to be subrogated to your petitioner's rights to said note *pro tanto.*

And your orator shows that the said act of Nov. 9th last, was prepared by Lourfroy Barras, the Parish Judge, and ex-officio Notary Public in and for the Parish of Terrebonne, from a draft made by George S. Guion, one of said endorsers; that your orator desired a clause be inserted therein, allowing him to submit said act before it should be binding upon him, to a person of the legal profession, but that he was dissuaded from his design by the earnest objections of said endorsers; that your orator having full confidence in the said parties, relied upon their representations; that he was ignorant of all the matters hereabove complained of, except of the death of two or three of said slaves, and that if your orator had been informed of them and they had not been concealed from him, he would not have signed said act of November 9th last; and your orator shows that the said act of November 9th last, being the result of error and misrepresentation, ought to be rescinded, and the parties again be placed in the same situation in which they were before said act; and that your orator has repeatedly requested the said Thos. R. Shields, and his endorsers, to rescind said act, and has offered to re-

turn said property to the said Thos. R. Shields or to any person whom the said endorsers might appoint to receive the same, and has undertaken, until said sale shall be rescinded, to keep an accurate account of his receipts from, and disbursements for the said property, for the information of whomsoever it may concern.

And your orator well hoped that the said parties would have complied with your orator's reasonable request. But so it is that the said Thomas R. Shields and his endorsers wholly refuse to rescind said act, and for justification thereof they sometimes pretend that your orator's assent to the said act of November 9th ult. was not the result of error and misrepresentation, and that the matters complained of by your orator as aforesaid, either are not true in fact or are insufficient in law to authorize the rescision of said act by a court of equity. Whereas your orator charges and humbly insists that he was induced to sign said act by the confidence he had in the veracity and fairness of said parties, and that the concealments and misrepresentations which were practised upon him are contrary to equity and good conscience, and manifestly tend to the wrong and injury of your orator.

Your orator further shows that the said Thomas R. Shields, Richard G. Ellis, William B. Shields, George S. Guion, and Van P. Winder, are citizens of the State of Louisiana, and can therefore not be made parties defendant to this your orator's bill; but the said Mrs. Victoire Benoist, widow of Shields, and the said William Bisland, are citizens of the State of Mississippi, and are residents of Adams county, and are now in this district, and can be served with the process of subpœna.

To the end, therefore, that the said Victoire Benoist, the widow of —— Shields, and also the said William Bisland, when made a party to this bill, if they can show why your orator should not have the relief hereby prayed, and may upon their several respective and corporal oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answers make.

1st. Whether the said Thomas R. Shields was not the first person who proposed to the complainant to settle amicably and by compromise the claims which he had against the said Thomas R. Shields and his endorsers, arising out of the above-mentioned sale of July 27th, 1836.

2d. Whether the aforesaid act of compromise and rescision of November 9th, 1842, was not prepared by Judge Lefroy Barras from a draft prepared by George S. Guion; whether said act did not closely follow said draft, and what has become of said draft.

3d. Whether the complainant did not desire a clause to be inserted in said act of November 9, 1842, allowing him to show it to a person of the legal profession, and to consult him before he should be bound by said act, and whether said proposition was not strenuously objected to by all the other parties to the act of November 9, 1842.

4th. Whether it is not true that Martha Jane Leonard Wetherspoon, the wife of said Thomas R. Shields, departed this life about the month of February, 1841, leaving six minor children by the said T. R. Shields; or when she died how many children she left, and what their names and ages are, and whether any legal proceedings ever were instituted to settle his estate; and if so, what proceedings, and where and when; and whether said Mrs. Shields brought any property into marriage, or received any property during marriage by donation, testament, or inheritance, or otherwise, and if so, what property, and to what amount.

5th. Whether the plantations returned by the said Thomas R. Shields to the complainant are not indebted to Peters & Millard, Hewitt, Haran & Co., Priestly & Bein, Thomas Walsh, J. R. King, R. G. Hazard, and John C. Harrison, in the manner, for the amounts and for the causes mentioned in the preceding bill; and whether any portion of said debts has been paid, and if so, what portion, when, and to whom, and by whom was it paid.

And that said act of rescision and compromise, passed on the 9th of Nov. 1842, before Lefroy Barras, Parish Judge, and ex-officio Notary Public in and for the Parish of Terrebonne, between your orator, and the said Victoire Benoist, widow of ——— Shields, Thomas R. Shields, Wm. B. Shields, William Bisland, George S. Guion, Richard G. Ellis, and Van P. Winder, may be declared to have been improperly procured, and be annulled and set aside; that notwithstanding said act, the said Mrs. Victoire Benoist, the widow of —— Shields, and William Bisland, may be decreed jointly and severally to pay to your orator, in principal and interest, such of the notes hereinbefore described, which bear her or his endorsement, as may fall due before the final determination of this suit, and may be protested for non-payment; and of the protest whereof due and legal notice may be given to said Mrs. Shields, and William Bisland; and that your orator may have such further relief as the nature of this case shall require, and may be agreeable to equity.

May it please your honors to grant unto your orator the writ of subpœna, to be directed to the said Victoire Benoist, widow of —— Shields, and William Bisland, commanding them, by a certain day, and under a certain penalty, therein to be inserted, to be and appear before your honors, and then and there to answer the premises, and farther to stand and abide such order and decree therein as shall be agreeable to equity and good conscience. And your orator shall ever pray, &c.

JANIN & JOHNSON,
*Solicitors.*

Indorsed: Filed Dec. 19, 1842.

D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Deputy Clerk.*

And on the 31st December, A. D. 1842, the following entry was made in the Chancery Rule Docket: viz. :—

R. R. BARROW
vs.
MRS. SHIELDS *et al.* } 1042.

On the 31st of December, 1842, on motion of Janin and Johnson, of counsel for complainant, and whereas no copy of the bill has as yet been taken out, ordered that the complainant have leave to amend his bill.

*Amendments to Bill.* Filed December 30, 1842.

ROBERT RUFFIN BARROW
vs.
MRS. VICTOIRE BENOIST, WIDOW OF SHIELDS, ET AL.

*Amendments to Bill.*

1. In the sixth line of the first page, and after the word district, add the words "and against William Bisland, a citizen of the State of Mississippi, and now temporarily in this district."
2. Strike out in the last line of page 6th, the words "and the former is now in the district, and can be," and also, the three first lines of page 7th, and insert in the place thereof, "and are now in this district, and can be served with the process of subpœna."
3. In the third line of page 8th, after the word "Shields," insert the
4. Words "and William Bisland," and after the word "decreed," insert the words "jointly and severally."
5. In the fourth line of the same page (8th), after the word "her," insert "or his."
6. In the seventh line of the same page, after the words "Mrs. Shields," insert the words "and William Bisland."
7. In the tenth line of the same page, after the word "Shields," insert the words "William Bisland."
8. In the same line and page, strike out the last word "her," and insert in the place thereof, "them."

JANIN & JOHNSON,
*Solicitors.*

Endorsed: Filed, December 30, 1842.
D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Deputy Clerk.*"

*Answer of Mrs. Victoire Shields.* Filed March 4, 1843.

To the Honorable the Judges of the Circuit Court of the United States, for the Eastern District of Louisiana:—

The answer of Mrs. Victoire Shields, residing in Adams County, State of Mississippi, one of the defendants to the bill of complaint of

Robert Ruffin Barrow, exhibited before your honorable court, against William Bisland and this defendant. This defendant, reserving to herself all right of exception to the said bill of complaint, for answer thereto, saith: She admits that on the 27th of July, 1836, the complainant sold to Thomas R. Shields, a plantation, slaves, &c., for the price and on the terms as stated in complainant's bill. She admits her endorsements on the notes set forth and described in complainant's bill, as constituting a part of the price of said property. She admits that, by the terms of said sale, the notes were to bear ten per cent. interest, after maturity, until paid, as alleged in said bill. She admits, that complainant did consent to an amicable settlement of his entire claim, which was accordingly concluded by an act passed before Leufroy Barras, the Parish Judge of Terrebonne, on the 9th of November last; but she denies that a full and correct statement of said last-mentioned contract and agreement is made by complainant in his said bill. She admits that, by said last-mentioned contract, the said complainant for a certain consideration as therein specified, agreed to cancel the sale of the property he had previously made to said Thomas R. Shields, as aforesaid, and to take back the property, and give up the notes still remaining unpaid; and, for greater certainty as to the particular claims and stipulations of said contract, this defendant craves leave to refer to a duly authenticated copy of the same when it shall be produced. This defendant saith, that it was not so understood and agreed, as alleged by complainant, that all the slaves sold by him to said Shields, were to be restored with said plantation, because said Barrow well knew at the time, that some of said negroes were dead, and that some had been sold since 1836, and the claim in said contract, specifying the property which he was to take back, is in the following words, to wit: "A sugar plantation, and a cotton plantation with all the slaves he sold, as well as their increase; all the crop of this year, manufactured and standing in the fields; corn, hay, fodder, horses, mules, oxen, stock of all sorts, farming utensils of every description; and, finally, all that belongs to said plantation, the whole of it as it stands now, and to take possession of the whole of it immediately," by which description, this defendant avers, that the said complainant well knew and understood that he was to take back the property as it then stood. This defendant avers, that the said contract was faithfully executed by this defendant and her co-endorsers, and by the said Thomas R. Shields, as far as it depended on them; that the said complainant up to the time of said last-mentioned contract, had received, as appears by his own statement, the sum of one hundred and seven thousand and fifty dollars of the price of $227,000, for which he had sold the said property to the said Shields. That, although a few of the negroes were dead and had been sold, whose names are mentioned in the complainant's bill, the property had been greatly improved by valuable improvements, put upon it by the said Shields. That this defendant and her co-endorsers, agreed to pay the said complainant the further sum of thirty-two thousand

dollars, to induce the said complainant to take back the property and release them from any liability on the notes which remained unpaid, and did, according to said agreement, furnish their notes, each for the respective amount which by said contract she was to pay, and did procure said notes to be well endorsed to the satisfaction of said complainant, and deposited according to said agreement in the hands of the Parish Judge of Terrebonne, to be delivered over to said complainant, as soon as he should deliver up to said Shields the notes which he held remaining unpaid, with the endorsements, to be cancelled and annulled. This defendant avers, that said complainant took possession of all the property according to said agreement, has received the crops which were grown on the place during the last year, and has continued ever since in the entire control and possession thereof. That the said complainant, by virtue of said last-mentioned contract, received all the title to said property from the said Thomas R. Shields that the said Shields was capable of giving him, and, that there was a clause in said contract in the following words, viz.: "The said Barrow binds himself to use all reasonable dispatch to procure the same title to the said property as he had at the time he sold to Thomas R. Shields; that the said Barrow, the complainant, has the first mortgage and the privilege of vendor on the said property, by which he would be enabled at any time to have a judicial sale of said property, and acquire a new and different title to the property, if he desired it, and that the pretences which he sets up, that he has been deceived by the existence of other mortgages and incumbrances on said property, and is, therefore, unable to acquire a clear title to the property, are wholly without foundation, because it was clearly contemplated at the time of said contract, that he should proceed by a seizure and sale of said property, under his prior mortgage and lien, to divest it of all subsequent incumbrances, if in his opinion the safety of his title required it, and these words are used in the contract, viz.: "And this, as soon as a legal transfer of all the said property can be made to him, either by seizure in the name of said Barrow, or otherwise, if practicable." This defendant, with the qualifications and denials as hereinbefore set forth, admits the statements in the complainant's bill, as to the nature and contents of the contract of the 9th of November last, but craves leave to refer to an authentic copy of said contract which shall be produced. The defendant saith, that she believes it to be true, that said complainant some days after said contract was executed, made an offer unconditionally to cancel said agreement, but she hath no knowledge herself on the subject, except what she has heard, and she has been informed and believes that said offer was made in a letter addressed to the said Thomas R. Shields and the other endorsers, except William Bisland, and that it was a letter simply expressing a willingness and disposition on the part of said complainant to cancel said agreement, which letter was sent to the said Thomas R. Shields. This defendant denies that there was anything in the conduct of the said Thomas R. Shields, or

that of any of the endorsers to induce the complainant to believe any of them were preparing pretexts to justify their intended refusal of payment of their aforesaid notes, amounting to $32,000, as alleged by complainant in his bill, and she denies that there was anything of the kind on her part, nor does she believe the said complainant ever did acquire the conviction, as he has alleged, that he had been imposed upon by illegal and unfair contrivances; and this defendant saith it is untrue that the said contract of the 9th of November last, was the result of any fraud or misrepresentation either on the part of the said Thomas R. Shields, or of the defendant, or of any of the endorsers. The defendant denies that said act was prepared with great precipitancy, as alleged by the complainant, but avers, on the contrary, that it had been the subject of negotiation between the parties for a long time previous thereto; that after much previous negotiation the parties met by appointment, on Monday, the 7th of November last, and negotiated on the subject during that day and the next, and on the following day, the 9th, the contract was drawn up and executed. Defendant denies that said complainant was in any manner prevented from consulting a professional adviser, but says, on the contrary, he had ample time and means of resorting to such advice if he had wished it, and also denies that he, the complainant, had not sufficient time to examine into the condition of the property, but avers, on the contrary, that the residence of said complainant, was within about three miles of the plantation he had sold to said Shields, and defendant has been informed, and believes that this said complainant was on, about, and over the said plantation frequently, during every year since the sale to said Shields, and that he had, at the time of executing the said agreement, full, minute, and accurate knowledge of the condition of the property. This defendant admits that when the said complainant had taken possession of the aforesaid property, the negroes mentioned in his said bill of complaint had died previously, as by him stated, but she denies that said complainant was ignorant of those deaths at the time he executed the agreement, but avers, on the contrary, as her belief, that said complainant was well aware of the fact of the death of each of the said negroes, previous to executing said agreement; and this defendant further saith, that she has been informed, and believes that the said complainant, previous to the execution of said agreement, gave a memorandum, in his own handwriting to one of the endorsers, in which the said complainant himself had set down the names of these same negroes as being then dead, with the names of two others who had been sold, and one exchanged, which memorandum, with proof of its being in the handwriting of said complainant, this defendant is ready to produce. This defendant admits that the wife of said Thomas R. Shields died about the time stated in complainant's bill, and left minor children and an estate which has not been administered on or settled, as far as this defendant has any knowledge, but she says she believes this

fact to have been well known to said complainant, at the time of executing the said agreement, because he resided in the immediate neighborhood and it was a fact of public notoriety; and she denies that the said minor children have any prior rights in said property over the said complainant, but avers that complainant has a lien and mortgage on said property previous to all other persons. She admits the other mortgages, stated in complainant's bill as existing against the said property, but says, she believes as they were matters of public notoriety and public record the said complainant must have known of their existence at the time of said agreement, and that they are all subsequent to his own special mortgage, as aforesaid, and do not in any manner impair or prevent his right to have said property at any time seized and sold for the full amount of the balance which was due him on the price, and which, by the said agreement the said complainant bound himself to do in case it should be necessary. This defendant hath no knowledge herself, as to the charge contained in said bill, that said Thomas R. Shields had taken away from said plantation provisions belonging to it, but is informed, and believes that said charge is untrue. The negro clothing charged to have been taken away by said Shields, defendant has no personal knowledge of, but is informed, and believes that they were goods belonging to said Shields, in the house intended for the use of the negroes, if he had remained owner of the plantation, but which he had a right to remove away as they were not properly chargeable among the expenses of the plantation incurred during that year, up to the time of the agreement. Also, the charge of taking away flat-boats belonging to the plantation, by said Shields, defendant believes to be untrue, and is informed and believes that said boats did not belong to said plantation. This defendant admits, that by said agreement the said endorsers bound themselves to pay all expenses of said plantation for the current year, up to the date of said agreement; as to the particular claims stated to exist against Shields for the current expenses in said complainant's bill, this defendant hath no knowledge herself, and is unable to say whether they are correct or not. She is informed, and believes that Peters & Millard can have no privilege on the crop, the account being for 1841, and they having received a draft therefor on J. C. Harrison, and it is therefore a personal debt of said Thomas R. Shields. Defendant is informed, and believes that the accounts exhibited by Hewitt, Haran & Co., Priestly & Bien, Thomas Walsh, and J. R. King, are correct; that said parties were notified, as defendant is informed and believes, by the said Thomas R. Shields, that the endorsers would pay their claims, and they have been prevented from doing so only by the unjust proceedings of the complainant himself, who, after getting possession of the property, refuses to proceed any further under the contract, or to give them up the notes on which he holds their endorsements. This defendant has no knowledge of the alleged claim of John C. Harrison, arising from the payment by

him of a certain amount on the note of $14,000, but she is informed, and believes that no such claim can exist, that any payment made by him on the note was made as the agent and factor of said Thomas R. Shields, the drawer of said note, and that said Shields could not have subrogated the said Harrison to the rights of the complainant. This defendant admits that at the request of Judge Barras, the said Judge and Notary before whom said agreement was executed, Judge Guion, one of the endorsers, drew up a memorandum of the heads of the agreement; she denies that it was made from a draft of said Guion, and avers that the said complainant was present during all the time when the said agreement was drawn up, made every suggestion he deemed necessary, and attended closely to the preparation of the act. And for further to complainant's bill, to the special interrogatories propounded to this defendant, she saith to the

1st Interrogatory: That according to the best of her belief, Thomas R. Shields was the first person who proposed to Robert R. Barrow, the rescinding of the sale of the property spoken of in the bill, though she is not certain of the fact: to the

2d Interrogatory: That she understood that Judge L. Barras requested George S. Guion to furnish him the heads of the agreement to be proposed; she is ignorant of the contents of the draft, and consequently does not know whether it was copied or not; nor does she know whether the said draft is in existence, or where it is: to the

3d Interrogatory: Defendant answers that she has an indistinct recollection of Mr. Barrow's proposing in effect to give his lawyers power to cancel the agreement, which proposition was opposed as being absurd: to the

4th Interrogatory: Defendant answers, that Martha Jane Leonora Witherspoon, wife of Thomas R. Shields, died on the 11th of February, 1841, leaving four children, being aged as follows: William Bayard, 11 years, Thomas Rodney, 9 years, Benjamin Covington, 7 years, Besland, 4 and a ½ years, and Leonora Louisa 2 years; defendant answers that she does not know whether any legal proceedings have been adopted to settle her estate; defendant knows said Leonora Wetherspoon brought some property into marriage; but cannot say to what amount; defendant does not know of any property received by said Leonora Wetherspoon during her marriage by donation, testament, or inheritance, excepting one carriage and a pair of horses given to her by William Bisland, in A. D. 1836; the value of which was about $600: to the

5th Interrogatory: Defendant says that she knows nothing of the several questions propounded.

And the defendant denies that there is any other matter, cause, or thing in the said complainant's said bill of complaint contained material or necessary for this defendant to make answer unto, and not herein and hereby sufficiently answered, confessed, traversed and avoided, or deemed to be true to the knowlege or belief of this

defendant; all which matters and things this defendant is ready and willing to aver, maintain and prove, as this honorable court shall direct, and prays to be hence dismissed, with her reasonable costs and charges in this behalf most wrongfully sustained.

R. N. & A. N. OGDEN,
*Solicitors.*

STATE OF LOUISIANA,
*Parish of Concordia.*

Before me, the undersigned authority, appeared Mrs. Victoire Shields, defendant in the foregoing answer, who being duly sworn, declares that all which is stated in the foregoing answer to the complainant's bill as of her own knowledge is true, and what is therein stated as of her belief, she believes to be true, and that her answers, as above set forth to the special interrogatories of the complainant, are true. VICTOIRE SHIELDS.

Sworn to and subscribed before me, this 22d day of February, 1843.

GEORGE C. M'WHORTER,
*Parish Judge.*

Endorsed, "No. 1042; filed March 4, 1843.
D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Dep. Clerk.*

To the Honorable the Judges of the Circuit Court of the United States, for the Eastern District of Louisiana:—

The answer of William Bisland, residing in Adams county, State of Mississippi, one of the defendants to the bill of complaint of Robert Ruffin Barrow, exhibited before your honorable court, against this defendant, and Mrs. Victoire Shields. This defendant, reserving to himself all right of exception to the said bill of complaint, for answer thereto saith: He *admits* that on the 27th of July, 1836, the complainant sold to Thomas R. Shields a plantation, slaves, &c., for the price and on the terms as stated in complainant's bill. He admits his endorsements on the notes set forth, and described in the complainant's bill as constituting a part of the price of said property, but avers that he was the last endorser on said notes, and entitled, in case he had been compelled to pay said notes to his recourse on the previous endorsers. He admits that by the terms of said sale the notes were to bear ten per cent. interest, after maturity, until paid as alleged in said bill, but says he was not a party to the act of sale, and his name as endorser was subsequently placed on the notes —and admits protest and notice of such of said notes as are due.

He admits that he obtained a judgment against Thomas R. Shields for the sum of $47,374 35, on which a writ of *fi. fa.* was issued, and property seized and advertised for sale, as stated in complainant's

bill. He admits that on the 1st of November last, complainants instituted a suit by attachment against this defendant, in the Commercial Court of New Orleans on two of said notes, as stated in said bill.

He admits that said complainant also instituted a suit on the 5th of November, against Thomas R. Shields, and this defendant, in the District Court of the parish of Terrebonne, on two of said notes, and attached the property of this defendant, as stated in his said bill. He admits that he, this defendant, purchased the property which had been seized by the marshal in satisfaction of the judgment which had been rendered in his favor, as aforesaid, against the said Thomas R. Shields, and for the price as stated in complainant's bill.

He admits that said complainant did consent to an amicable settlement of his entire claims, which was accordingly concluded by an act passed before Leufroy Barras, the parish judge of Terrebonne, on the 9th of November last, but he denies that a full and correct statement of said last-mentioned contract and agreement is made by the complainant in his said bill; he admits that by said last-mentioned contract, the said complainant, for a certain consideration, as therein specified, agreed to cancel the sale of the property he had previously made to said Thomas R. Shields, as aforesaid, and to take back the property, and give up the notes still remaining unpaid, and for greater certainty as to the particular clauses and stipulations of said contract, this defendant craves leave to refer to a duly authenticated copy of the same, when it shall be produced; this defendant saith that it was not so understood and agreed, as alleged by complainant, that *all* the slaves sold by him to said Shields were to be restored with said plantation, because said Barrow well knew at the time that some of said negroes were dead, and that some had been sold since 1836; and the clause in said contract specifying the property which he was to take back, in the following words, to wit, a sugar plantation and a cotton plantation, with all the slaves he sold, as well as their increase, all the crop of this year manufacture and standing in the fields, corn, hay, fodder, horses, mules, oxen, stock of all sort, farming utensils of description, and finally all that belongs to said plantation, the whole of it as it stands now, and to take possession of the whole of it immediately; by which description this defendant avers that the said complainant well knew and understood that he was to take back the property as it then stood. This defendant *denies that* it was understood and agreed, as alleged by complainant in his said bill, that the suit which he had instituted as aforesaid against this defendant and Thomas R. Shields was only to be dismissed as soon as a legal transfer of the property could be made to him, the said complainant, but avers that it was expressly agreed and understood that said suit was to be dismissed as soon as the complainant should take possession of said property, and that he did take possession of the property immediately after said contract was passed, but refuses to dismiss said suit as though

it was expressly stipulated on that subject, as follows, viz.: It is understood by the parties that the suit above mentioned of said Barrow *vs.* Bisland and Shields, is to be dismissed as soon as the said Barrow will take possession of the said property. This defendant avers that the said contract was faithfully executed by this defendant and his co-endorsers, and by the said Thomas R. Shields, as far as it depended on them; that the said complainant, up to the time of said last-mentioned contract, had received, as appears by his own statement, the sum of one hundred and seven thousand and fifty dollars of the price of $227,000, for which he had sold the said property to the said Shields; that although a few of the negroes were dead, and had been sold, whose names are mentioned in the complainant's bill, the property had been greatly improved by valuable improvements, put upon it by the said Shields; that the defendant and his co-endorsers agreed to pay the said complainant the farther sum of thirty-two thousand dollars, to induce the said complainant to take back the property and release them from any liability on the notes which remained unpaid, and did, according to said agreement, furnish their notes each for the respective amount which by said contract he was to pay, and did procure said notes to be well endorsed to the satisfaction of said complainant, and deposited them, according to said agreement, in the hands of the parish judge of Terrebonne, to be delivered over to said complainant as soon as he should deliver up to said Shields the notes which he held remaining unpaid, with their endorsements, to be cancelled and annulled; that this defendant, although the last endorser on said notes, and entitled to his recourse on the prior endorsers for any amount he might have lost in case the said complainant had forced a sale of the property under his mortgage, and there should have been a deficiency in the price for which it might have been sold to meet the balance due by said Shields, nevertheless consented to pay the sum of ten thousand dollars as his portion of the sum of thirty-two thousand dollars, which was to be made up between them, thereby abandoning the advantage of his position as last endorser on said notes, which he was induced to do in the hope of a final termination of the business, and to avoid all farther risk or vexatious litigation. This defendant avers that said complainant took possession of all the property, according to said agreement, has received all the crops which were grown on the place during the last year, and has continued ever since in the entire control and possession thereof; that the said complainant, by virtue of said last-mentioned contract, received all the title to said property from said Thomas R. Shields that he the said Shields was capable of giving him, and that there was a clause in said contract, in the following words, viz.: The said Barrow binds himself to use all reasonable despatch to procure the same title to the said property as he had at the time he sold to Thomas R. Shields; that said Barrow, the complainant, has the first mortgage, and the privilege of vendor on said property, by which he would be enabled at any time to have a

judicial sale of said property, and acquire a new and different title to the property if he desires it, and that the pretences which he sets up that he has been deceived by the existence of other mortgages and incumbrances on said property, and therefore unable to acquire a clear title to the property, are wholly without foundation, because it was clearly contemplated at the time of said contract that he should proceed by a seizure and sale of said property under his prior mortgage and lien, to divest it of all subsequent incumbrances, if in his opinion the safety of his title required it, and these words are used in the contract, viz.: "And this as soon as a legal transfer of all the said property can be made to him, either by seizure in the name of said Barrow, or otherwise, if practicable." This defendant, with the qualifications and denials as hereinbefore set forth, admits the statements in the complainant's bill as to the nature and contents of the contract of the 9th of November last, but craves leave to refer to an authenticated copy of said contract which shall be produced.

This defendant saith that he believes it to be true that said complainant some days after said contract was executed, made an offer unconditionally to cancel said agreement, but he hath no knowledge himself on the subject, except what he has heard, and he has been informed and believes that said offer was made in a letter addressed to the said Thomas R. Shields and the other endorsers, but not to this defendant, and that it was a letter simply expressing a willingness and disposition on the part of said complainant, to cancel said agreement, which letter was sent to the said Thomas R. Shields, but was never submitted to this defendant; this defendant denies that there was anything in his conduct subsequent to the execution of said agreement, nor does he believe there was anything in the conduct of the said Thomas R. Shields, or that of any of the endorsers to induce the complainants to believe any of them were preparing pretexts to justify their intended refusal of payment of their aforesaid notes, amounting to $32,000 as alleged by complainant in his bill; nor does this defendant believe the said complainant ever did acquire the conviction, as he has alleged that he had been imposed upon by illegal and unfair contrivances; and this defendant saith it is untrue, that the said contract of the 9th of November last, was the result of any fraud or misrepresentation, either on the part of the said Thomas R. Shields, or of this defendant, or of any of the endorsers.

This defendant denies that said act was prepared with great precipitancy, as alleged by the complainant, but avers on the contrary, that it had been the subject of negotiation between the parties for a long time previous thereto—that after much previous negotiation, the party met by appointment on Monday, the 7th of November last, and negotiated on the subject during that day and the next, and on the following day, the 9th, the contract was drawn up and executed.

Defendant denies that said complainant was in any manner prevented from consulting a professional adviser, but says on the contrary, he

had ample time and means of resorting to such advice if he had wished it; and also denies that he, the complainant, had not sufficient time to examine into the condition of the property, but avers, on the contrary, that the residence of said complainant was within about three miles of the plantation he had sold to said Shields; and defendant has been informed, and believes that said complainant was on, about, and over the said plantation frequently during every year since the sale to said Shields, and that he had at the time of executing the said agreement, full, minute, and accurate knowledge of the condition of the property. This defendant admits that when the said complainants had taken possession of the aforesaid property; the negroes mentioned in his said bill of complaint had died previously, as by him stated; but he denies that the said complainant was ignorant of those deaths at the time he executed the agreement, but avers, on the contrary as his belief, that said complainant was well aware of the fact of the death of each of said negroes previous to executing said agreement; and this defendant further saith, that he has been informed, and believes that the said complainant, previous to the execution of said agreement, gave a memorandum in his own handwriting to one of the endorsers, in which the said complainant himself had set down the names of the same negroes as being then dead, with the names of two others who had been sold, and one exchanged, which memorandum, with proof of its being in the handwriting of said complainant, this defendant is ready to produce.

This defendant admits that the wife of said Thomas R. Shields died about the time stated in complainant's bill, and left minor children, and an estate which has not been administered on, or settled, as far as this defendant has any knowledge; but he says this fact he believes to have been well known to said complainant at the time of executing the said agreement, because he resided in the immediate neighborhood, and it was a fact of public notoriety; and he denies that said minor children have any prior right on said property over the said complainant, but avers that said complainant has a lien and mortgage on said property previous to all other persons; he admits the other mortgages stated in said complainant's bill as existing against the said property, but says he believes, as they were matters of public record, said complainant must have known of their existence at the time of said agreement, and that they are all subsequent to his own special mortgage as aforesaid, and do not in any manner impair or prevent his rights to have said property at any time seized and sold for the full amount of the balance which was due him on the price, and which by said agreement the said complainant bound himself to do in case it should be necessary.

This defendant hath no knowledge himself as to the charge contained in said bill, that said Thomas R. Shields had taken away from said plantation provisions belonging to it, but is informed and believes that said charge is untrue; the charge of taking away a mule

has no other foundation than this, to the knowledge of this defendant, viz.: the said Shields had two mules in his carriage when he took defendant to the parish judge's office, where the act was executed, and with them this defendant was sent to Donaldsonville on his way hence, and he was informed that on their return home one of the mules died on the way, and the other was returned to the plantation. The negro clothing, charged to have been taken away by said Shields, defendant has no personal knowledge of, but is informed and believes that they were goods belonging to said Shields in the house intended for the use of the negroes if he had remained owner of the plantation, but which he had a right to remove away, as they were not properly chargeable among the expenses of the plantation incurred during that year up to the time of the agreement; also the charge of taking away flat-boats belonging to the plantation by said Shields, defendant believes to be untrue, and is informed and believes that said boats did not belong to said plantation.

This defendant admits that by said agreement the said endorsers bound themselves to pay all expenses of said plantation for the current year up to the date of said agreement; as to the particular claims stated to exist against said Shields for those current expenses in said complainant's bill, this defendant hath no knowledge himself, and is unable to say whether they are correct; he is informed and believes that Peters & Millar can have no privilege on the crop, the account being for 1841, and they having received a draft therefor on J. C. Harrison, and it is therefore a personal debt of said Thomas R. Shields.

Defendant is informed and believes that the accounts exhibited by Hewitt, Haran, & Co., Priestly & Bein, Thomas Walsh, and J. R. King are correct; that said parties were notified, as defendant is informed and believes, by the said Thomas R. Shields, that the endorsers would pay their claims, and they have only been prevented from doing so by the unjust proceedings of the complainant himself, who, after getting possession of the property, refuses to proceed any further under the contract or to give them up the notes on which he holds their endorsements.

This defendant has no knowledge of the alleged claim of J. C. Harrison, arising from the payment by him of a certain amount on the note of $14,000, but he is informed and believes that no such claim can exist; that any payment made by him on the note was made as the agent and factor of said Thomas R. Shields, the drawer of said note, and that said Shields could not have subrogated the said Harrison to the rights of the complainant.

This defendant admits that at the request of Judge Barras the said judge and notary, before whom said agreement was executed, Judge Guion, one of the endorsers, drew up a memorandum of the heads of the agreements; he denies that it was made from a draft of said Guion, and avers that the said complainant was present during

all the time when the said agreement was drawn up, made every suggestion he deemed necessary, and attended closely to the preparation of the act. And, for further answer to complainant's bill, this defendant saith he was the last endorser on the aforesaid promissory notes, and that the complainant hath, by said agreement, consented to release all the endorsers who were prior to him, and has thereby deprived him of his recourse on said endorsers, and greatly injured him; that the said complainant had no right to destroy or impair, in any manner, the rights of this defendant, as one of the endorsers of said notes; that said agreement would be unaffected, as regards the other parties, by any decree rendered herein, and that, by reason of the premises, this defendant is discharged from all liability to the said complainant as endorser of said notes, and pleads this in bar of his demand.

And for answer to the special interrogatories propounded to this defendant, in the said bill of complaint, he, answering, saith: To the first interrogatory, he believes that Thomas R. Shields was the first person who proposed to complainant to settle amicably and by compromise as stated in this interrogatory.

To the second, George S. Guyon was requested by Judge Barras, in his office, to give the heads of the agreement, which he did, and showed it to the complainant, who said it was correct, and handed it to Judge Barras; the complainant was present from the commencement to the end. Defendant does not know whether the paper prepared by Judge Guyon was closely followed or not; almost every point was discussed before written down, and defendant believed all fully agreed to it; he does not know what became of the paper drawn up by Judge Guyon.

To the third, defendant has no recollection of such a request being made as is stated in this interrogatory.

To the fourth, defendant believes Mrs. Shields died on the ——— day of ———, 1841, and left five children—William Byron, Thomas Rodney, Benjamin Covington, Bisland, and Leonora Louisa; he does not know whether any legal proceedings were instituted to settle her estate; there were none to his knowledge; he does not know what exact amount of property Mrs. Shields inherited from her father's estate; he knows that she did inherit property from her father, being an interest in a plantation and negroes in the parish of East Feliciana.

To the fifth, defendant does not know, of his own knowledge, whether the plantation is indebted to the parties named in this interrogatory; nor has any portion of said debt been paid, to the knowledge of this defendant; he has been informed and believes that the persons refused to have accounts against said Thomas R. Shields.

And this defendant denies that there is any other matter, cause, or thing, in the said complainant's said bill of complaint contained, material or necessary for the defendant to make answer unto and not herein and hereby well and sufficiently answered, confessed, tra-

versed and avoided, or denied, is true, to the knowledge or belief of this defendant; all which matters and things this defendant is ready and willing to aver, maintain, and prove, as this honorable court shall direct, and prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

R. N. & A. N. OGDEN,
*Solicitors.*

STATE OF LOUISIANA,
*Parish of Concordia:*

Before me, the undersigned authority, appeared William Bisland, the defendant in the foregoing answer, who, being duly sworn, saith, that the facts set forth in the foregoing answer to the complainant's bill and answers to the special interrogatories, are true, where stated as of his knowledge, and those stated as of his belief he believes to be true.

(Signed) WILLIAM BISLAND.

Sworn to and subscribed before me, this 22d day of Feb. 1843.
(Signed) GEO. C. McWHORTER,
*Parish Judge.*

Endorsed: "No. 1042—Filed March 4, 1843.
D. N. HENNEN, *Cl'k.*
By H. P. PAGE, *Dep. Cl'k.*"

*Cross Bill in Equity.* Filed March 4th, 1843.

To the Honorable the Judges of the Circuit Court of the United States, for the Eastern District of Louisiana, sitting in Equity:—

Humbly complaining, shows unto your honors William Bisland, a citizen of the State of Mississippi. That on the 27th day of July, 1836, Robert Ruffin Barrow, who is a citizen of the State of Louisiana, residing in the parish of Terrebonne, sold to one Thomas R. Shields, a sugar plantation and a cotton plantation, both situated in the parish of Terrebonne, at a distance of about 20 miles from Bayou Lafourche, the latter on Bayou Gran Caillow, with all the improvements, buildings, agricultural implements, carts, horses, mules, work-oxen and cattle thereto belonging, the crops thereon standing, and seventy-five slaves, of different ages and sexes, thereto attached. That said sale was made for the sum of two hundred and twenty-seven thousand dollars, all payable on time, the said Shields giving 14 drafts and promissory notes for said amount, all dated the 22d of July, 1836, which were paraphed *ne varietur*, by the parish judge, to identify them with said act, were secured by mortgage on all said property, and made payable at the Union Bank of Louisiana, in the city of New Orleans. That immediately after sale, said Shields took possession of said property, and up to the 9th of November last, had paid about the sum of one hundred and seven thousand dollars, that

the said Barrow then held the following notes remaining unpaid, part of which were then past due, viz: A note drawn by the said Thomas R. Shields, to the order of, and endorsed by R. G. Ellis, and also endorsed by Bullitt, Shipp, & Co., and by your orator, due and protested on the 4th of March, 1839, of twelve thousand dollars; two notes drawn by the said Thomas R. Shields, to the order of, and endorsed by said R. G. Ellis, one for the sum of $12,000, the other for the sum of $14,000, both also endorsed by said Bullitt, Shipp, & Co., and by your orator, and falling due and protested on the 4th of March, 1840, making together the sum of twenty-six thousand dollars; two notes, one of $12,000, the other of $14,000, both drawn by the said Thomas R. Shields to the order of, and endorsed by George S. Guyon, and also endorsed by Van. P. Winder, and by your orator due and protested on the 4th of March, 1842, making together the sum of twenty-six thousand dollars; two notes of the same amount as the preceding, drawn by the said Thomas R. Shields, to the order of, and endorsed by Mrs. Victoire Shields, and also endorsed by William B. Shields and by your orator, falling due the 4th March, 1843, making together the sum of twenty-six thousand dollars; two notes of the same amount as the preceding drawn by the said Thomas R. Shields, to the order of, and endorsed by the said Mrs. Victoire Shields, and also by the said William B. Shields and your orator, falling due on the 4th March, 1844, making together the sum of twenty-six thousand dollars; also a note of $14,000, drawn by the said Thomas R. Shields, to the order of, and endorsed by Van P. Winder and by your orator, and protested on the 4th of March, 1840, on which partial payments had been made, leaving due, as alleged by the said Robert R. Barrow, the sum of three thousand nine hundred and fifty-six dollars, thirty-five cents, on the 30th of May, 1842, the whole of the aforesaid notes remaining unpaid, amounting to the aggregate sum of one hundred and nineteen thousand nine hundred and fifty-six dollars, thirty-five cents. Your orator further shows that the said Thomas R. Shields made large and valuable improvements on the aforesaid property, up to the 9th of November last; that finding his endorsements very great, and that with numerous other debts pressing on him, it would be out of his power to complete the payments which were due, and becoming due to said Barrow for the purchase of said property, he proposed to the said Barrow to give him back, and reconvey to him the aforesaid property as it then stood, with the improvements which he the said Shields had put upon it, and your orator, and the other endorsers of said Shields proposed to the said Barrow at the same time, that if he would consent to the proposition of said Shields and take back the said property, and give up the aforesaid notes with the endorsement which he held for the balance of the price aforesaid, that they the said endorsers would pay the said Barrow the further sum of thirty-two thousand dollars; that the said Barrow consented to an amicable settlement of his entire claim on that basis, and on the 9th of November last it was concluded by an act executed by them all, before Leufroy Barras, the Parish Judge and ex-officio Notary Public in and

for the parish of Terrebonne; that by said contract it was agreed and stipulated that the said Barrow should take back the aforesaid property, and the said Barrow by said contract did expressly agree to cancel the sale passed in the office of the said parish judge on the 27th of July, 1836, by which he sold unto the said Thomas R. Shields certain property therein described, and to take back the property, to wit: a sugar plantation and a cotton plantation, with all the slaves he sold, as well as their increase, all the crops of that year, manufactured and standing in the fields, corn, hay, fodder, horses, mules, oxen, stock of all sort, farming utensils of all description, and finally all that belongs to said plantations, the whole of it as it stands now, and to take possession of the whole of it immediately, and the said Barrow in the said contract did further agree to release and discharge all the parties to the aforesaid notes of all responsibility as purchasers or endorsers, that is to say—to give up to Thomas R. Shields all the notes unpaid which had been given for the consideration of the aforesaid sale of the 27th day of July, 1836, and to dismiss the suit instituted by him in the parish of Terrebonne, against your orator and the said Thomas R. Shields on two of the aforesaid notes. The notes by said agreement were to be given up as soon as a legal transfer of all the said property could be made to him, either by seizure in the name of said Barrow, or otherwise if practicable, but by an express and special clause, inserted in the latter part of said agreement, the aforesaid suit against your orator and Thomas R. Shields was to be dismissed as soon as the said Barrow should take possession of the said property. The consideration of said contract, as therein expressed, was the sum of two thousand dollars, which your orator and the other endorsers obligated themselves to pay to the said Barrow, in the following manner and in the following proportions, to wit: your orator was to pay ten thousand dollars in two equal instalments, the first in March, the next and the other in March following, for which sum your orator made his two promissory notes, endorsed by John P. Watson and payable at the office of the Louisiana Bank in New Orleans. The said R. G. Ellis was to pay six thousand nine hundred and sixty-six dollars and sixty-six cents on two notes endorsed by your orator; the said George S. Guion was to pay two thousand seven hundred and fifty dollars in two notes endorsed by Van P. Winder; the said Van P. Winder two thousand seven hundred and fifty dollars in two notes endorsed by said George S. Guion; the said William R. Shields four thousand seven hundred sixty-six dollars and sixty-six cents in two notes endorsed by Mrs. Victoire Shields, and the said Mrs. Victoire Shields the same amount as the last mentioned, in two notes, all of which notes to be payable at the Louisiana Bank in New Orleans, and the aforesaid notes, as expressed in said agreement, were all duly executed as agreed, and were deposited in the office of the said Parish Judge, to be by him delivered unto the said Barrow as soon as he should have acquired a title to the pro-

perty aforesaid, and should have given up the aforesaid notes, and released completely the parties of all responsibility in the aforesaid notes, and the said Barrow by said agreement bound himself to use all reasonable dispatch to procure the same title to the said property as he had at the time he sold to said Thomas R. Shields. It was agreed in said contract, a negro woman Liza, which the said Thomas R. Shields obtained in exchange of a negro man purchased of said Barrow, should be returned to the said Barrow in place of said man. It was agreed that the said Thomas R. Shields and the aforesaid endorsers should pay all the expenses of the plantation for the current year, up to the date of said contract. It was agreed that the said Barrow might take the sugar cane growing on a tract of land purchased by the said Thomas R. Shields from P. B. Russell, that year. The above, your orator alleges, is substantially and fully the agreement entered into between the said parties, and he craves leave, if it shall be necessary, to refer for greater certainty to the authentic copy of said agreement, which was by notarial act as aforesaid. Your orator further alleges, that the said Barrow, on the 5th of November last, instituted another suit by attachment against your orator on two other of the aforesaid notes, amounting to twenty-six thousand dollars, having previously instituted the suit referred to in said agreement on two of said notes of the same amount, making twenty-six thousand dollars, which last suit was brought in the District Court of this judicial district. Now your orator further represents that the said Barrow immediately after the execution of said contract last mentioned, entered into the full and entire possession and enjoyment of all the property relinquished to him by said agreement; has received and appropriated to himself the crop growing on said plantations, taken the entire ownership and control thereof to himself, and nevertheless has refused and refuses any further to comply with the aforesaid contract, on various, most frivolous, and unfounded pretences; that although by said agreement he bound himself, immediately on taking possession of said property, to dismiss the suit which he had instituted against your orator in the Parish of Terrebonne, on two of the said notes, he nevertheless failed so to do, and directed the said suit to be continued on the docket of the court, and is also prosecuting against your orator the aforesaid suit in the first Judicial District Court, notwithstanding the demand in writing made on him by your orator to dismiss the same; that he still retains possession of and refuses to deliver up the aforesaid notes, with your orator's endorsements thereon, which he had bound himself by said agreement to deliver up to said Thomas R. Shields, and still attempts to hold your orator responsible for his said endorsements, although he had bound himself by said agreement to release your orator from all liability therefor. With which aforesaid just and reasonable requests, your orator well hoped the said Barrow would have complied, as in justice and equity he ought to have done, but that the said Barrow pretends he was deceived when he executed the aforesaid

agreement, and that he was led to believe that all of the negroes sold by him to the said Thomas R. Shields were then living, at the time of said agreement, and were on the plantation, and that after he took possession of the same he discovered the following negroes among those he had sold to said Shields, to be dead, viz: Bob, aged 30 years, George 37, Solomon 37, Rachael 18, Honor 35, Eliza 30, Sophia 30, Lucy 30, Harriet 15, Henry.

Whereas, your orator expressly charges that he believes the said Barrow well knew, as the term of said agreement, of the death of the aforesaid negroes; that your orator hath been informed and believes that previous to the said agreement, the said T. R. Shields fully informed the said Barrow of all the negroes who had died or were missing since the property had been purchased by him. And your orator hath been informed, and believes that previous to the said agreement the said Barrow made a memorandum in writing, specifying the aforesaid negroes as being dead, whom he now pretends he believes were living and on the place at the time of said agreement. And your orator further charges that the said Barrow's residence was about three miles from the place he had sold to the said Thomas R. Shields; and your orator hath been informed and believes that the said Barrow was in the habit of being frequently on the place of said Thomas R. Shields, which he the said Barrow had sold to him, during every year up to the time of said agreement, and your orator hath been informed and believes that the said Barrow had full and correct information in regard to the true condition of the property at the time of said agreement. And the said Barrow pretends that the sale which he made as aforesaid, to the said Thomas R. Shields, having been made during the lifetime of Martha Jane Leonora Witherspoon, his wife, who died about the month of February 1841; that said property was community property, and one-half of said property belonged, therefore, to the estate of his said deceased wife, which is still unsettled, and delays, expenses and embarrassments are thereby created, respecting the title which he was to acquire to the said property. Whereas your orator charges that the death of the aforesaid wife of said Thomas R. Shields was a matter of public notoriety, and your orator believes, well known to the said Barrow, who resided near them, and your orator believes that the situation of the title to the property in that respect must have been well known to said Barrow at the time of said agreement, and that by said agreement, he the said Barrow expressly undertook that he would acquire a title by seizin of said property under his special mortgage, if necessary. Your orator charges that the said Barrow had retained a special mortgage in the sale to Thomas R. Shields, on the property which he sold him, to secure the full payment of the price, and that he well knew at the time of said agreement that he could, if necessary, divest the title of this estate of Mrs. Shields the deceased wife of Thomas R. Shields, by a seizure and sale of the property under his special

mortgage, by which he would either receive the entire payment of his claim or purchase the property himself, free of all claims, mortgages or incumbrances whatever, and that it was contemplated by him at the time of said agreement, that he might have to do so, and the pretence of ignorance subsequently set up by him is totally unfounded, as your orator believes. And the said Barrow pretends that there are certain mortgages existing on said property in the name of said Shields, of the existence of which he did not know at the time of said agreement; whereas, your orator charges that he believes the said Barrow did know of the existence of said mortgages at the time of said agreement, which were matters of public record, and that he expected by seizure and sale of the property under his prior mortgage, to divest those subsequent mortgages, and your orator believes he was not ignorant or deceived in this respect, as by him now pretended.

And your orator humbly insists that he is well entitled to have the aforesaid agreement duly carried into effect, that the said Barrow has all the title to the aforesaid property which is necessary for his security, and that any other or further title he bound himself to take the necessary measures to effect if he deemed it necessary; that he has used no diligence to obtain any other title which he bound himself to do by the aforesaid agreement, and having failed to do so and the further completion of his title depending entirely on his own acts, over which your orator has no control, he therefore humbly insists that he has a right to require the immediate fulfilment of the said agreement by the said Barrow towards your orator, and to have the aforesaid suits which the said Barrow has instituted against your orator on the aforesaid notes arrested, and to compel the said Barrow to carry into full execution the aforesaid agreement, and to deliver up all the aforesaid notes which he holds with your orator's endorsement thereon to be cancelled and annulled; but nevertheless the said Barow, under such and the like pretences as aforesaid, refuses to deliver up the aforesaid notes, and to complete the execution of the aforesaid agreement; and the said Barrow has filed his bill in this honorable court to compel your orator to pay the aforesaid notes for which he was the endorser for the said Thomas R. Shields, and to have the said agreement by which he consented to an amicable settlement of his claim as aforesaid annulled and set aside; all which actings, doings, pretences, and refusals are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orator in the premises; in consideration whereof, and forasmuch as your orator can only have adequate relief in the premises in a Court of Equity; to the end, therefore, that the said Barrow may upon his oath, to the best and utmost of his knowledge, remembrance, information and belief, full, true, direct and positive answer make to all and singular the matters aforesaid, and that as fully and particularly as if the same were here repeated, and he distinctly inter-

rogated thereto; and more especially that the said Barrow may in manner aforesaid answer and set forth—

1st. Whether previous to the aforesaid agreement of the 9th of November last, the said Thomas R. Shields did not communicate to him, the said Barrow, the names of all the negroes who had died on the plantation since the sale thereof to him in 1836, by the said Barrow.

2d. Whether the said Barrow at the time of entering into said agreement did not know of the death of the wife of said Thomas R. Shields, and that it might be necessary for him to have a seizure and sale of the property, and buy it under his mortgage in order to clear it of all incumbrances.

And that the said defendant may answer the premises, and that the aforesaid agreement of the 9th of November last may be specifically performed, your orator being ready and willing, and hereby offering specifically to perform the said agreement in all things on his part and behalf, and that the said Barrow may be decreed to deliver up to your orator to be cancelled as having been paid, all the known discredited promissory notes of said Thomas R. Shields, on which your orator is endorser as aforesaid; and that said defendant may be restrained by the injunction of this honorable court from proceeding in the suits which he has instituted in the District Court of the First Judicial District of the State of Louisiana, and in the District Court of the Parish of Terrebonne, against your orator on some of the aforesaid notes, and from commencing any other proceedings against your orator, on any of the aforesaid notes; and that he may also be restrained from negotiating, endorsing or delivering over any of said notes to any person or persons, and that your orator may have reserved to him by the decree of your honorable court, the right hereafter to proceed at law against the said Barrow, to recover the damages sustained by your orator up to the time that the said agreement shall be specifically performed by the said Barrow; and may have such further and other relief in the premises as to your Honors may seem meet, and the nature of this case may require; may it please your Honors to grant unto your orator the writ of subpœna to be directed to the said Barrow, who is a citizen of the State of Louisiana, commanding him by a certain day and under a certain penalty thereon to be inserted, to be and appear before your Honors, and then and there to answer the premises and abide such order and decree herein as shall be agreeable to equity and good conscience, and that a writ of injunction may issue out of and under the seal of your honorable court, directed to the said Barrow, to restrain him from proceeding in the aforesaid suits, or commencing any others on the said notes, or from negotiating, endorsing or delivering them away, and your orator will ever pray, &c.

R. N. & A. N. OGDEN,
*Solicitors.*

STATE OF LOUISIANA,
*Parish of Concordia.*

Before me, the undersigned authority, appeared William Bisland, the complainant in the foregoing bill, who, being duly sworn, saith that all the facts set forth in the foregoing bill, as of his own knowledge, are correct and true, and all those stated, as of his belief, he believes to be true.

WILLIAM BISLAND.

Sworn to and subscribed before me, this 22d day of Feb. 1843.

GEO. C. McWHORTER,
*Parish Judge.*

Endorsed, "Filed, March 4, 1843.
D. N. HENNEN, *Clk.*
By H. B. PAGE, *Dep. Clk.*"

Order endorsed on the foregoing cross bill.

On hearing of the parties to this cross bill by counsel, it is ordered that an injunction issue, as prayed for by the complainant, on his giving bond and security in the sum of five thousand dollars according to law, and that R. G. Ellis and John P. Watson be accepted as the sureties. March 13, 1843.

THEO. H. McCALEB,
*U. S. Judge.*

And on the 6th day of March, A. D. 1843, the following entry was made in the Chancery order docket, viz.:—

R. R. BARROW
vs. } 1042.
MRS. SHIELDS ET AL.

The defendants by their solicitors file their separate answers, and the defendant, William Bisland, files his cross bill, and prays for an injunction. Hearing on the application for injunction is fixed for Wednesday, the 8th inst. at 10 o'clock.

R. N. & A. N. OGDEN,
*for Defendants.*

*Copy of Injunction.*

THE PRESIDENT OF THE UNITED STATES OF AMERICA
*To the Marshal of the Eastern District of Louisiana, or his lawful Deputy, greeting:*

WILLIAM BISLAND
vs. } No. 1042. Cross Bill.
ROBERT RUFFIN BARROW.

You are hereby commanded to enjoin Robert Ruffin Barrow that he desist from any further proceedings in a certain suit instituted by

him in the Parish of Terrebonne against Thomas R. Shields and William Bisland, upon two promissory notes drawn by said Shields, and endorsed by said Bisland. As also from any further proceedings in a certain suit instituted by him in the first judicial district of the State of Louisiana, against the same parties, upon two other notes drawn by said Shields and endorsed by said Bisland; and from commencing any other suits on said notes, or upon any others now in his possession, drawn and endorsed as aforesaid; and from negotiating, endorsing, or delivering away said notes, until further order of the court. And what you do in the premises you make due return thereof according to law.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this 14th day of March, [SEAL.] A. D. 1843, and of the independence of the United States the sixty-seventh year.

D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Depy. Clerk.*

*Marshal's Return.*

Received, March 14th, 1843; and on the 24th day of the same month I served a copy of the within injunction on R. R. Barrow, in person, at New Orleans.

J. P. WALDEN, *Deputy U. S. Marshal.*
*for* A. SIDNEY ROBERTSON, *U. S. Marshal.*

Returned 25th March, 1843.

*Notice.*

R. R. BARROW *vs.* BENOIST *et al.* } In Chancery.

A. N. & R. N. Ogden, Esq's, Solicitors for defendants.

Please to take notice, that the complainant has deposited in court all the notes given by Thomas R. Shields for the plantation purchased by him from the complainant and still unpaid, and that the complainant will move the court, on Saturday, the 15th instant, at 10 o'clock A. M. to order A. Mazureau, Not. Pub., to deposit in court, there to remain until further direction, six notes protested by him on the 3d instant, and drawn or endorsed by the defendants and others in pursuance to an act of the 9th of November last, described in the bill and the answers; and that the court will be further moved to order the defendant, William Bisland, to pay into court within three weeks, and to the credit of this cause, eighteen thousand four hundred and eighty-three dollars, 33⅓ cents, with ten per cent. interest, from the 3d instant, and to order the defendant, Victoire Benoist, the widow of ——— Shields, to pay into court within the same

delay and to same credit the sum of four thousand seven hundred and sixty-six 66⅔ dollars, with ten per cent. interest from the 3d instant.

L. JANIN,
*Solicitor for Complainants.*

New Orleans, April 12th, 1843.

This notice we acknowledge to have been communicated to us this 11th day of April, 1843.

R. N. & A. N. OGDEN.

Endorsed: "Filed April 15, '43.
D. N. HENNEN, *Cl'k.*
By H. P. PAGE, *D'y Cl'k.*"

And afterwards, to wit, on the 18th day of April, A. D. 1843, the following entry was made in the minutes, viz:—

*Tuesday*, April 18th, 1843. The court met pursuant to adjournment. Present the Honorable John McKinley, Presiding Judge, and the Honorable Theodore H. McCaleb, District Judge.

BARROW
*vs.*
BENOIST & BISLAND. } 1042.

This cause came on for a hearing this day, upon the motion of complainants for an order of court directing A. Mazareau, Notary Public, to deposit forthwith in court six certain promissory notes protested by him on the third of April instant, drawn by Victoire Shields, Willam Bisland, G. S. Guion, S. P. Winder, William B. Shields, and R. G. Ellis; and also upon the further motion that the defendant, William Bisland, be ordered to pay into court within three weeks, and to the credit of this cause, eight thousand four hundred and eighty-three dollars and thirty-three cents, with ten per cent. interest from the third instant, and that the defendant, Victoire Benoist, the widow of ——— Shields, pay into court within the same delay and to the same credit the sum of four thousand seven hundred and sixty-six dollars and sixty-six cents, with ten per cent. interest from the third instant; whereupon, after hearing the arguments of counsel, it is ordered, that the said A. Mazareau, said Notary, do forthwith deposit in court the notes referred to; and it is further ordered, that the complainant's application for an order directing said Bisland and Shields to pay certain moneys into court be dismissed.

And afterwards, to wit: On the 2nd day of January, 1844, the following entry was made in the minutes, viz:

*Tuesday*, January 2, 1844.

The court met pursuant to adjournment. Present, the Hon. Theo. H. McCaleb, District Judge. Hon. John McKinley, Presiding Judge, absent.

R. R. BARROW
vs.
BENOIST & BISLAND. } 1042.

On motion of Louis Janin, of counsel for complainant, it is ordered that he have until the next rule day to amend his bill of complaint, without costs.

And afterwards, to wit: On the 2d day of January, 1844, the following order was made by the court and entered of record in the minutes.

BISLAND *et al.*
vs.
R. R. BARROW. } No. 1042.

On motion of Louis Janin, of counsel for defendant, it is ordered that he have until the next rule day to file his answer without costs.

*To the Judges of the Circuit Court of the United States for the Eastern District of Louisiana:—*

The petition of Robert Ruffin Barrow respectfully shows that on the 19th of December, 1842, your petitioner filed a bill in this honorable court against William Bisland and Mrs. Victoire Shields, wherein it is set forth that on 27th of July, 1836, the petitioner sold a certain plantation to Thomas R. Shields on a credit for notes drawn by the said Thomas R. Shields, and endorsed by the defendants and by other persons; that a certain number of said notes were overdue, and had been regularly protested, and notice of protest had been given to the said endorsers, whereby they became indebted to the petitioner in a large amount; that by an act passed before Lefroy Barras, the parish judge and ex-officio notary public in and for the parish of Terrebonne, on the 9th of November, 1842, it had been agreed between the petitioner, the said Thomas R. Shields, that the said sale of July 27th, 1836, should be rescinded, the said property be reconveyed to the petitioner; the notes given in pursuance of said act of July 27th, 1836, be cancelled, and that the said endorsers should pay to the petitioner the sum of $32,000, for which they executed and deposited in the hands of said parish judge their notes, with various endorsements; that the said last-mentioned act was no sooner executed than the said endorsers manifested their intention of violating it; that it had been obtained from the petitioner by misrepresentation and other undue means, and that it should consequently be set aside, and the original agreement of July 27th, 1836, be carried into effect.

Your petitioner further shows that on the 22d of February, 1843, the said defendants filed their answers, in which they disclaimed any intention of violating or evading said agreement of November 9th, 1842; averred their willingness to comply with it, and insisted on

its validity; and that on the same day the said William Bisland filed a cross bill, praying this honorable court to decree the specific performance of said agreement.

And your petitioner further shows, that since the said defendants aver their readiness to maintain the said agreement of November 9th, 1842, he is himself willing that the same be specifically performed according to its true purport and tenor, and he has accordingly done on his part all that the said agreement required him to do, viz., he has deposited in this honorable court, to be delivered to the proper parties, all the notes proceeding from the aforesaid act of July 27th, 1836, which still remain unpaid, and consents that the same may be considered as cancelled, and he has discontinued the two suits which he had heretofore instituted against the said William Bisland and the said Thomas R. Shields.

The petitioner further shows, that one of the rights which he is entitled to claim under the aforesaid agreement of November 9th, 1842, is a reconveyance in due form of the said property; that from the allegations in the bill and answer, it appears that the title to the undivided half is in the minor children of said Thomas R. Shields, who are represented by the said Shields as their natural tutor; that for the purpose of executing said conveyance, it may be necessary to make the said Thomas R. Shields, both in his personal capacity and as tutor, a party to this suit, and that the said Shields, although he was a citizen of the State of Louisiana when this suit was first instituted, has since permanently left the said State and removed to the State of Mississippi, of which he is now a citizen.

Forasmuch as your petitioner is advised, besides making the said Thomas R. Shields a party to this suit, if he shall be served with the process of this honorable court to amend his bill in the following particulars, to wit: By inserting on the last page of said bill, after the words "whereof due and legal notice may be given to the said Mrs. Shields and William Bisland," the following words:—

But if this honorable court should be of opinion that the said agreement of November 9th, 1842, is valid and should not be set aside, and if the said defendant shall acknowledge its validity and binding force, then the orator prays that its specific performance may be decreed according to its true purport and tenor, as hereinabove explained; and he offers to do and perform on his part all the acts which by said argument he is bound to perform, and he prays that said defendants may be decreed to pay to him the value of the mule, negro, clothing, and flat-boats which were taken away from said plantation as aforesaid; that they be decreed to relieve the said Liza and the other above-mentioned property from the judicial mortgages mentioned in this bill, and from the tacit mortgage of the minor children of said Thomas R. Shields; that the said Thomas R. Shields, when made a party to this suit, both in his individual capacity and as tutor of his aforesaid minor children, may be ordered to execute a proper and legal reconveyance to your orator of the above described

property, or that any other order may be made which to this honorable court may appear meet and fit for the purpose of again vesting in the orator a good and valid title to the aforesaid property; that the notes described in said act of November 9th, 1842, and amounting to thirty-two thousand dollars, may be surrendered to your orator; that the defendants may be decreed to pay to your orator the amount of such of the said last-mentioned notes as may have been drawn by them, and also such of said notes as may be endorsed by them, and which may have been protested, and of the protest of which they may have been duly notified before the final decree of this honorable court, the whole with interest from the day of protest; and that said defendants may furthermore be decreed to pay the current expenses of the said plantation during the year anterior to said November 9th, 1842, and to refund to your orator any amount and expenses which he may have been, or may yet be, compelled on account of privileged claims encumbering said plantation on the day of said act.

Your petitioner therefore prays that he may be allowed to amend his said bill in the above explained manner; that a writ of subpœna be directed to the said Thomas R. Shields, commanding him by a certain day, and under a certain penalty therein inserted, to be and appear before this honorable court, and there and then to answer the said bill and the said amendments, and further, to stand to and abide such order and decree therein, as shall be agreeable to equity and good conscience.

L. JANIN,
*Solicitor for Petitioner.*

Order endorsed on the foregoing.

Ordered that the plaintiff be at liberty to amend his bill as within prayed for and without costs; that when this petition and the amendments therein contained, and this order shall have been served on the solicitors of the original defendants, the said defendants shall answer the said amendments within legal delay, and that with regard to the new defendants; Thomas R. Shields, the plaintiff, may have process of subpœna against him, and proceed therein as usual.

February 10, 1844.

THEO. H. M'CALEB,
*U. S. Judge.*

Endorsed, "Filed Feb. 10, 1844."

For D. N. HENNEN, *Clerk*,
By J. Q. A. HOIT, *Dep. Clerk.*

To the Honorable the Judges of the Circuit Court of the United States for the fifth circuit and Eastern District of Louisiana:—

The answer of Robert Ruffin Barrow, a citizen of the State of Louisiana, to the cross bill exhibited against him by William Bisland, a citizen of the State of Mississippi, humbly showeth:—

That reserving to himself all right of exception to said cross bill for answer thereto, or to so much or such parts thereof as he is advised it is material or necessary for him to answer, he says: That he admits the sale by the respondent to Thomas R. Shields, of a plantation in the Parish of Terrebonne, State of Louisiana, by an act passed on the 27th of July, 1836, and the part payment of the price thereof as stated in said cross bill; he admits that the notes which were given for the price of said property, and which are still unpaid, are correctly described in said bill; he denies that the said Thomas R. Shields up to the 9th of November, 1842, made large and valuable improvements on said property, and avers that it was then in a very neglected state; he admits the execution of the agreement described in said bill, as having been passed on the 9th of November, 1842, by a notarial act passed before Leufroy Barras, the Parish Judge, and ex-officio Notary Public, in and for the Parish of Terrebonne, between this respondent on one side, and the said Thomas R. Shields, and the endorsers of the notes given by the said Shields, for the purchase made by him from this respondent as aforesaid on the other side; he admits that the substance of the said act of the 9th November, 1842, is correctly set forth in said cross bill, omitting only that the two notes executed by Mrs. Victoire Shields, are indorsed by William B. Shields: And this defendant further answering, says that the two suits which this defendant instituted on the 1st and 5th of November, 1842, are not correctly designated in said bill; that the first of said suits was instituted on the 1st of November, 1842, against the said William Bisland alone in the Commercial Court of New Orleans, and is suit No. 5471 of the docket of said court; and the second of said suits was instituted on the 5th of November, 1842, against the said Thomas R. Shields and William Bisland, jointly and severally in the District Court of the second Judicial District of the State of Louisiana, in and for the Parish of Terrebonne, and in suit No. 394 of the docket of said court.

And this respondent also admits that immediately after the execution of said act of November 9th, 1842, he took possession of the plantation, slaves, and other property therein described, with the exceptions hereinafter mentioned, and has since had the same in his possession; but he denies that he ever, from unfounded and frivolous motives, refused to comply with the said agreement, but on the contrary, he charges that although he had entered into said agreement at the instance and earnest request of said Shields and the other parties thereto, the same was no sooner completed, than the said parties changed their language, and complained of said agreement as oppressive, and were evidently preparing pretexts to justify their intended refusal of payment of the notes, amounting to $32,000, which they had executed in compliance with said agreement; that thereupon this respondent, in order both to protect his character from such injurious imputations, and to defeat the designs of said parties, wrote on the 11th of November, 1842, a letter to each of said parties,

offering to rescind unconditionally the said agreement of the 9th November, 1842; that this proposition was also refused, and that this respondent, having soon acquired the conviction that the said parties intended to embarrass, retard, and defeat the execution of many of the stipulations in the respondent's favor contained in said agreement of the 9th of November, 1842, and that this respondent had been misled and misinformed concerning several of the facts which had induced him to enter into the same, exhibited a bill of complaint in this honorable court on the 19th of December, 1842, against the said William Bisland and the said Mrs. Victoire Shields, the only parties whom, on account of their citizenship, he could sue in this honorable court, and prayed for the dissolution of the said agreement of the 9th November, 1842, and the payment of the balance due to him on the price of the aforesaid sale of the 27th of July, 1836.

And for further answer the respondent says, that on or about the 22d February, 1843, the said William Bisland and Mrs. Shields filed their answer to the said bill of complaint, and averred that they and the other parties to said act of 9th November, 1842, were willing to comply with the same; and that it was valid and binding upon this respondent; and on the same day the said William Bisland filed the cross bill which this respondent is now answering, and in which he the said Bisland insists that he is entitled to have the said agreement of the 9th of November duly carried into effect, and praying that the same may be ordered to be specifically performed, and averring his readiness and willingness to perform the same on his part.

And your respondent further answers, that although he has good reasons to require the said agreement to be set aside, all of which will appear more fully from his said original bill; still, if the other parties of said agreement will promptly and in good faith execute said agreement of the 9th of November, 1842, this respondent will abide by the same; and he avers that he has accordingly done on his part since the said answers and cross bill were filed, and since by the allegations thereof, this respondent was induced to hope that the said William Bisland, and Mrs. Shields, and the other parties to said act, would abandon all attempts indirectly to defeat the true purport of said act, all that by the terms of said agreement he was bound to do, and he is willing to do and perform any matter, if any should remain undone to which by said agreement he has bound himself.

And this respondent further answers that he did immediately after the said agreement of November 9th, 1842, take possession of the land therein described, and of the slaves sold by him to the said Shields as aforesaid, which had not died, but he avers that by the terms of said contract it does not appear that any of them had died; that this respondent was aware of the death of some, but not all of them; that the important information which this respondent possessed on this subject, is fully stated in the respondent's answer to the first

interrogatory propounded to him by the complainant, and that although this defendant is entitled to an indemnity in this behalf, still, with a view of inducing the other parties to the said act of November 9, 1842, and in a spirit of liberality, this respondent waives his claim on account of the slaves which were dead at the time of said act, and whose death was not made known to him.

And this respondent further answers that all the notes proceeding from the aforesaid sales of 27th July, 1836, which are still unpaid, have been by him deposited with the clerk, as appears from the proceedings heretofore had under the original bill, and are now under the control of this honorable court, and this respondent consents that they be cancelled and given up to the respective parties thereto, on their complying with the portions of said agreement of November 9, 1842, which entitles them to this release; that the said suit which this respondent instituted against the said William Bisland in the Commercial Court of New Orleans, on the 2d of November, 1842, as suit No. 5,471, was by him dismissed on the 23d of January, 1843, as appears from schedule A, hereto annexed; and the said suit which he had instituted against the said William Bisland and Thomas R. Shields, in the District Court for the parish of Terrebonne, as suit No. 395, has been dismissed on the 15th of March, 1843, as appears from schedule B, hereto annexed; and that from the premises it appears that this respondent has fully performed all that he had undertaken to do by the said agreement of November 9, 1842. But now so it is, and this respondent charges that the complainants in this cross bill have not on their part performed, and have on the contrary refused to comply with various stipulations and conditions, express or implied in said agreement of November 9, 1842; that although all the property belonging or attached to said plantation was to have been delivered to this respondent, still the said Thomas R. Shields took from the same, after the execution of said agreement, some provisions, a valuable mule worth one hundred dollars, all the winter clothing of the slaves, by the want whereof said slaves suffered considerably, and the crops then standing in the field could not be so well, soon, completely and advantageously taken off, and also three flat-boats of the description which are always attached and indispensable to plantations situated on Bayou Terrebonne; all which articles this respondent declares are of the value of six hundred dollars and upwards; that by said act the said Thomas R. Shields bound himself to, and did deliver to this respondent the negro woman Liza, in the place of a negro man who was mortgaged to this respondent, and was sold by the said Thomas R. Shields; that the true meaning of said stipulation was that said negro woman should be transferred to the respondent free of mortgages, but the respondent avers that since the date of said act he has ascertained that said slave is encumbered with a tacit mortgage, in favor of the minor children of said Thomas R. Shields, and also that three judgments against the said Thomas R. Shields were then, and still stand recorded in the office

of the parish judge of the parish of Terrebonne, which by the law of Louisiana have the effect of the general and judicial mortgage upon all the slaves then owned by the said Thomas R. Shields, and upon all his real estate situated in said parish, which mortgages follow the said property in the hands of this respondent, to wit: one in favor of the said Wm. Bisland for the sum of $47,374.35, inscribed on the 18th of July, 1842; one in favor of Van P. Winder for $5000, recorded on September 30, 1842; and one in favor of A. A. Laforest, recorded also prior to the said act of Nov. 9th, 1842, that the said Wm. Bisland and Van P. Winder, as parties to said act, cannot avail themselves of the said mortgage to the prejudice of this respondent, and are bound to raise the same on all the property thereby retroceded or conveyed to this respondent, and ought to be ordered to do so; that the said Thomas R. Shields and his aforesaid endorsers, and especially the said William Bisland, are bound to protect this respondent against the said mortgage of the minor children of the said Thos. R. Shields and of A. A. Laforest, and either to raise the same so far as it affects the property now held by respondent, or to give security that the same shall not be enforced against said property; that by the said act of Nov. 9th, 1842, the said Thos. R. Shields and his said endorsers furthermore bound themselves to pay the expenses of the said plantation for the current year and up to the date of said act, but that the said parties, far from complying with said engagement, have left the debts incurred by said Thos. R. Shields for the said expenses unsatisfied; that this respondent is informed that the debts of said plantation for the current year antecedent to said act of Nov. 9th, 1842, and which the respondent believes are still unpaid, are as follows, viz: to Peters & Millard, for groceries, $1,020 48; to Hewitt, Heran & Co., for provisions, $301 25; to Priestly and Bein, for hardware, $212 25; to Thos. Walsh, for overseer's wages, $1700 or $1800, which also included a balance due for the preceding year; to J. R. King & Grismore, for setting the sugar-kettles for the last year's crop, $175, or thereabouts; that the payment of said claims is now demanded of this respondent, and he is thereby vexed, harassed, and threatened with law-suits; that the claims of said King and Grismore, and a part if not the whole of the aforesaid claim of Thos. Walsh, are undoubtedly privileged upon the said plantation and the crops raised thereon; that the said King & Grismore have instituted suit against this respondent in the District Court of the 2d Judicial District for the Parish of Terrebonne, and have obtained a judgment which this respondent has been compelled to pay with costs; that the said Thomas Walsh has instituted two suits in the same court against this respondent, in one of which there was a judgment in favor of this respondent, from which the said Walsh has appealed to the Supreme Court of the State of Louisiana, and the other of which is still pending; that by said suits the respondent has already been put to considerable expense; that the said Thos. R. Shields and his said

endorsers, or either of them, are bound to refund to the respondent the expenses to which he has been put or may still be put as aforesaid, and the payments which he has already made or may yet be compelled to make as aforesaid, and they are further bound to pay said claims, and until they have paid them, to give security to this respondent for their ultimate payment; that the duty of the said parties is the same in relation to that portion of the claim of the said Thomas Walsh, which, although not due for the current year mentioned in said act of 9th Nov. 1842, may yet be found to be privileged on the said plantation and the crops raised thereon for this; that the meaning of said act is, that the said property should be transferred to the respondent free from mortgages and privileges. And this respondent further says, that by said act the said Thos. R. Shields bound himself to sign any transfer or retrocession of said property at any time when he might be required to do so; and that Martha Witherspoon, the wife of said Thos. R. Shields, died on or about the ——— day of ———1841, leaving his minor children, the issue of her marriage with the said Shields, viz: William Byron, Thomas Rodney, Benjamin Covington Bisland, and Leonora Louisa Shields; that by the law of Louisiana, the said Thomas R. Shields became, on the death of his wife, the natural tutor and legal representative of his said minor children; that by the same law, any property bought by the said Thos. R. Shields during the lifetime of his wife entered into the community, and the half thereof on the death of the said wife became the property of said minor children, and subject to all the debts created by the husband; that the said Thos. R. Shields and the said community are insolvent; that the property described in the said act of Nov. 9, 1842, was then, and still is worth much less than the sum of upwards of $120,000 then due thereon to the respondent and secured by a first mortgage on said property; that said minor children, therefore, have no interest in said property, and can derive no benefit therefrom; that from the premises it appears that both the said Thomas R. Shields and his said minor children should execute a conveyance of said property to this respondent in pursuance of said act of Nov. 9, 1842; that the said Thos. R. Shields, the tutor and legal representative of said minors, though he was a citizen of the State of Louisiana when this respondent filed his original bill in the premises, has since then permanently left said State, with his said children, and is now again, as he formerly was, a citizen of the State of Mississippi and a resident thereof; that the said Thos. R. Shields, whenever he can be reached by the process of this honorable court, should be made a party to this suit, and be ordered, in his aforesaid capacities, to execute said conveyance, or a guardian *ad litem* should be appointed to said minors, to represent and act in their name for the same purpose, or that such other directions may be given by this honorable court as may convey to this respondent a good title to the aforesaid property.

And this respondent further answers, that from the said act of

November 9, 1842, it appears that the twelve promissory notes therein described, were all made payable at the office of the Louisiana Bank at New Orleans, and were deposited in the office of the Honorable Leuffroy Barras, the Parish Judge of the Parish of Terrebonne, and were by him to be delivered to this respondent as soon as he should have acquired a title to the aforesaid property, and should have given up the notes executed in pursuance of the act of sale from this respondent to the said Thomas R. Shields, of the 27th of July, 1836, which were still unpaid, and released the drawer and endorsers thereof from all responsibility arising from said notes; that this respondent has heretofore deposited all said notes in this honorable court, and they are still so deposited; and he consents that the same may be withdrawn by any party duly authorized to receive them, or that they may be considered as cancelled, or be henceforward considered as cancelled and of no effect; and he hereby formally releases the drawer and endorsers thereof from all responsibility arising from the same; that the execution of a new and more perfect conveyance is of interest only to this respondent, and that he is therefore entitled to the twelve aforesaid notes executed in pursuance of said act of November 9, 1842, and they should without delay be delivered to him.

And this respondent further answers, that each of the said six endorsers gave two notes of equal amount, dated on the 9th of November, 1842, and payable one in March 1843, and the other in March 1844, at the office of the Bank of Louisiana at New Orleans; that the first series of said notes was at maturity duly presented for payment at the said place of payment, and protested for non-payment, and legal notice of protest was given to the endorsers thereof; that thereafter the said first series was by order of this honorable court, and still is deposited in the hands of the clerk thereof; that the first of said notes of which the said William Bisland is the drawer, is of the sum of five thousand dollars; that he is besides the endorser of the two of said notes which are drawn by R. G. Ellis, and each of which amounts to the sum of $3,483 33; that from the premises it appears that the said William Bisland is indebted to the respondent now in the sum of eight thousand four hundred and eighty-three dollars and thirty-three cents, with interest from the 3d of April, 1843, and costs of protest; and that if the second series of notes shall also be protested for non-payment, and due notice of protest is given to said Bisland, he will be indebted to this respondent in the further sum of eight thousand four hundred any eighty-three dollars and thirty-three cents, with costs of protest, and five per cent. interest from the 3d of April next, for which sums the respondent is entitled to judgment.

This defendant submits that he is willing, and prays that the agreement contained in the said act of Nov. 9, 1842, be ordered to be specifically performed according to the time, purport, and tenor of the said act, as in this answer fully stated and explained, and not

as it is imperfectly and erroneously set forth in said cross bill, and he prays for the relief to which, by the showing of this answer he is entitled, and that he may have such further or other relief in the premises as the nature and circumstances of this case may require, and to this honorable Court may seem meet, with his reasonable costs and charges.

And this respondent denies all the matters with which he is charged in said cross bill, and which are not herein specially admitted, or that there are any matters in said cross bill material to be answered, and which have not been fully answered herein, all which matters and things this defendant is ready and willing to maintain, aver, and prove.

L. JANIN,
*Solicitor for Respondent.*

On this 28th day of February, 1844, before me personally appeared the above named Robert Ruffin Barrow, and made oath that he has read the above answer subscribed by L. Janin, his Solicitor, and knows the contents thereof, and that the same is true to his own knowledge, except as to the flat-boats, of which but one or two were withdrawn by the said Thomas R. Shields, though three were claimed; and as to the notes which were given in pursuant to the act of November 9, 1842, which bear ten per cent., and not five per cent. interest, from maturity until final payment; and the matters are therein stated to be on his information or belief, and as to those matters he believes to be true.

R. R. BARROW.

Sworn to and subscribed before me this 28th February, 1844.
For D. N. HENNEN,
*Clerk.*
J. Q. A. HOIT,
*Deputy Clerk.*

Endorsed, "Filed 10th February, 1844.
For D. N. HENNEN,
*Clerk.*
J. Q. A. HOIT,
*Deputy Clerk.*"

*Answers of R. R. Barrow to the interrogatories specially propounded to him in the cross bill.*

And now the said Robert Ruffin Barrow, answering the interrogatories propounded to him, deposeth and saith: In answer to the

First interrogatory: That some time before the 9th November, 1843, Thomas R. Shields wrote several letters to the defendant, proposing

to him different arrangements, and finally to take the property back, or, take an interest in it. Said Shields sent me a list or sketch, which list I believe contained, or was intended to contain, all the negroes that were on the place which said Shields intended or proposed to sell, stating those that were dead and those that were born since 1836, or since the defendant sold to said Shields. That said paper, representing to be a list of the negroes, has been misplaced or lost, and is not accessible to the defendant; that on his late examination of his papers he did not find it, but that when he returns home he will make a thorough search among his papers, and produce said document, if it can be found. I have no recollection of but one list giving a statement of the negroes sent me, and as the defendant had not the least expectation or disposition to take the property, consequently the statement sent was not particularly observed or attended to; the defendant's knowledge or recollection about the list are not sufficient for him to recollect or mention the names of the negroes dead without referring to the list; that the defendant is not aware that said Shields at any other time gave him information on this subject.

And that when, after the act of November 9th, 1842, he took possession of the plantation and slaves, and when with the aid of the owner, in calling over the negroes that were missing and dead, defendant was induced to believe there were some named as being dead that were not mentioned on the list, as well as I could recollect, and being the first time, as I thought, I had heard of the death of certain ones, the defendant believes if there should be found more dead or missing than are mentioned on list, verily believes it was an error not intentionally done by said Shields. And in answer to the

Second interrogatory he saith: That he then knew from report that Mr. Shields had recently died, and that he proposed to be permitted to consult his lawyer concerning the legality of said act of 9th November, and the title to the property (these are the words written and handed to the judge to insert); R. R. B. reserved the right of consulting his lawyer, L. Janin, in New Orleans, and if he should consider the above arrangement correct, give him a bona fide title to the property; he will have the right to object to this arrangement, provided the objection is made known, in four weeks from this date, in writing, to the parish judge of this parish); but this was objected to by the endorsers of Shields, who concluded it was not necessary, and there was no difficulty in obtaining a title by seizure and sheriff's sale, and reference was made to parish judge; and he and Judge Guion gave it as their opinion to be that the proper course to pursue, having confidence in the knowledge of the parish judge and parties concerned, I was induced to give way. Whereas the defendant is now informed, and verily believes, that one half of said property was, by reason of the purchase during the existence of the marriage of said Thomas R. Shields and Mrs. Shields, the property of the estate of the minor children of said Mrs. Shields, and that by the laws of

Louisiana no writ of seizure and sale lies against said estate or said minors.

R. R. BARROW.

Sworn and subscribed to before me, New Orleans, May, 1843.
D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Deputy Clerk.*

Endorsed, "No. 1042. Filed, Feb. 10, 1844,
For D. N. HENNEN, *Clerk.*
J. Q. A. HOIT, *Deputy Clerk.*"

*Petition.*

*To the Honorable Judges of the Circuit Court of the United States for the Eastern District of Louisiana:*

The petition of Robert Ruffin Barrow respectfully shows that from the amendments which the petitioner filed on this day to his original bill filed by him on the 19th of December, 1842, against William Bisland and Mrs. Victoire Shields, and also, from his answer filed on this day to the cross bill of William Bisland and the schedule thereto annexed, it appears that your petitioner is now willing to withdraw his objections to the act of November 9th, 1842, mentioned in said pleadings, and prays for the specific performance thereof; and that he has deposited in court all the notes identified with a certain act of July 27th, 1836, also described in said pleadings, which are still unpaid, and consents that the same may be considered as cancelled; and has also discontinued the two suits heretofore instituted by him against the said William Bisland and Thomas R. Shields in the Commercial Court of New Orleans and the District Court of the 2d Judicial District in and for the parish of Terrebonne.

That, from the premises, it appears that the petitioner has complied with all the duties which the said act of Nov. 9th, 1842, imposed on him, and that he is therefore entitled to the possession and recovery of the promissory, amounting to $32,000; and which, as is shown by said act and by the pleadings in this suit, were deposited in the hands of the Hon. Leufroy Barras, the parish judge of the parish of Terrebonne, and were by him to be delivered to the petitioner on his fulfilling the above-mentioned conditions to which, by the terms of said act, he had subjected himself.

And your petitioner further shows that the said notes were divided into two series of $16,000 each, the first of which fell due in March, 1843, was duly protested, and is now deposited in this honorable court; and the second of which falling due the next coming month of March, is still in the hands of said parish judge.

And your petitioner further shows that, although he reserves for the present his claim to the possession of said notes, still, as the said notes are endorsed by responsible persons, and are made payable at

the Bank of Louisiana, at New Orleans, it is indispensable for the preservation of his rights, that the said notes be put in said bank for collection, and that if they are not punctually paid, they be duly protested for non-payment, and notice of protest be given to said endorsers.

Wherefore the petitioner prays that the said Leufroy Barras be ordered to deliver said note into the hands of the clerk of this court within one week after the service of this petition, and the order to be granted thereon; that said clerk be ordered to deposit said notes in said Bank of Louisiana for collection; that if they are paid, he hold the proceeds thereof subject to the order of this honorable court; that if they are not paid, he procure them to be duly protested, and notice of protest be given to said endorsers; and that after said protest he withdraw the same, and keep them in his possession until the further order of this court.

(Signed) L. JANIN,
*Solicitor for Pet'r.*

*Order endorsed on the Petition.*

Ordered that Leufroy Barras, the parish judge of the parish of Terrebonne, deliver within eight days from the service of this order, the notes described in the within petition, and identified with an act passed before said Barras, as notary public, on the 9th November, 1842, to the clerk of this court, and that said clerk deposit the same in bank for collection, and hold them or their proceeds subject to the further order of the court.

*New Orleans*, February 10, 1844.

THEO. H. McCALEB,
*U. S. Judge.*

Endorsed: "Filed February 10, 1844.
For D. N. HENNEN, *Cl'k.*
J. Q. A. HOIT, *D'y Cl'k.*"

*Marshal's Return.*

Rec'd 18th February, 1844, and same date served and executed the within order on Leufroy Barras in person, who surrendered the notes required by the within order.

A. S. ROBERTSON, *U. S. M.*
J. W. PROFFETT, *D'y M.*

The notes required by virtue of the within order were received and deposited in the U. S. Circuit Court on the 21st February, 1844.

J. P. WALDEN,
*D'y U. S. Marshal.*

And afterwards, to wit, on the 10th day of February A. D. 1844, the following order was made and entered of record in the minutes, viz:—

*Saturday*, the 10th of February A. D. 1844.

The Court met pursuant to adjournment. Present the Honorable Theodore H. McCaleb, District Judge. The Honorable John McKinley, Presiding Judge, absent.

R. R. BARROW
vs.
BISLAND & BENOIST.

On motion of R. N. & A. N. Ogden, Solicitors for the defendants, it is ordered that the complainants show cause on Saturday, the seventeenth instant, why the several orders of the Court, granted in the instance of the complainants, viz: the order granted on the 2d January instant, allowing the complainant to amend his bill without costs; the order granted on the 10th instant, allowing complainant to file his amended bill without costs, and to make Thomas R. Shields a party defendant; and the order granted on the 10th instant, requiring Leufroy Barras to deliver up certain notes deposited with him, should not be set aside on the grounds following, viz:— 1st. The Court could not grant an order allowing complainant to amend his bill, without first ascertaining the nature of the amendment. 2d. The complainant has no right to amend his bill of complaint by abandoning his cause of complaint in the first instance and demanding the performance of a contract which it was the sole object on his original bill to set aside. 3d. The order of Court requiring the notes of the parties to be removed from the place of deposit fixed by the contract between the parties is illegal. 4th. The proceedings of complainant referred to, are irregular and illegal, and should be set aside.

*Marshal's Return.*

Received Feb'y 12th 1844, and same day served a copy of the within rule on Louis Janin, Esq., in person.

JNO. STITES,
*Deputy*,
For A. S. ROBERTSON,
*U. S. Marshal.*

And on the 17th day of February A. D. 1844, the following entry was made in the minutes:—

R. R. BARROW
vs.
BENOIST & BISLAND. } 1042.

By consent of parties, the rule taken on the 10th instant. It is

ordered that this case be continued until Saturday next, at 10 o'clock A. M.

And on the 27th February 1844, the following entry was made in the minutes:—

R. R. BARROW
vs.
SHIELDS *et al.* } 1042.

On motion of A. N. Ogden, Esq., the rule returnable to-day was continued until to-morrow.

And on the 28th February 1844, the following entry was made in the minutes:—

R. R. BARROW
vs.
SHIELDS & BISLAND. } No. 1042.

By consent of parties, this case is continued until to-morrow at 9 o'clock A. M.

And afterwards, to wit, on the 29th day of February A. D. 1844, the following entry was made in the minutes, viz:—

*Thursday*, 29th February, 1844.

The Court met pursuant, &c. Present the Honorable Theodore H. McCaleb, District Judge. The Honorable John McKinley, Presiding Judge, absent.

BARROW
vs.
SHIELDS & BISLAND. } No. 1042.

After mature deliberation, it is ordered by the Court that the rule taken herein by defendants be dismissed at their costs.

And afterwards, to wit, on the 2d March, 1844, the following entry was made in the minutes:—

*Saturday*, 2d March, 1844.

The Court met pursuant to adjournment. Present the Hon. Theo. H. M'Caleb, District Judge. The Hon. John M'Kinley, Presiding Judge, absent.

BARROW
vs.
BISLAND.

On motion of Louis Janin, of counsel for R. R. Barrow, the plaintiff in the original and defendant in the cross bill, and on giving the court to understand that from want of access to the notes given in

pursuance of and identified with the act passed before Leufroy Barras, parish judge in and for the parish of Terrebonne, described in the pleadings, it is erroneously stated in the amended answer bill, and in the answer to the cross bill, that the said notes bear five per cent. interest from maturity, whereas it appears on the face of the said notes that they bear ten per cent. interest from maturity, and with the consent of R. N. & A. N. Ogden, Esq., of counsel for William Bisland and Mrs. Victoire Shields, it is ordered that the said amendment to the bill of the same be admitted by the court, and answer to cross bill be considered as amended, and the words ten per cent. be read in the place of the words five per cent., wherever the interest on the aforesaid notes is mentioned in said pleadings.

Notice, Filed 24th April, 1844.

BARROW
vs.
BISLAND & AL.
and Mrs. VICTOIRE SHIELDS. } U. S. Circuit Court, in Chancery.

Messrs. R. N. & A. N. Ogden, solicitors for William Bisland and Mrs. Shields:—

Gentlemen—Please to take notice that the court has fixed the argument of the rule taken by me in this case for the delivery of certain notes, and also the argument on the propriety and necessity of making new parties, for to-morrow morning, Wednesday, the 24th inst., at 9 o'clock A. M.

(Signed) LOUIS JANIN.

Served personally on R. N. Ogden, Esq. between 11 and ½ past 12 o'clock.

H. B. PAGE.

Monday, April 23d, 1844.
Sworn to before me for D. N. Hennen, clerk.
J. Q. A. HOIT, *Deputy Clerk.*

Filed 24th April, 1844, for D. N. Hennen, Clerk.
J. Q. A. HOIT, *Deputy Clerk.*

And afterwards, to wit, on the 1st day of April, 1844, the following entry was made in the Chancery order docket, viz.:—

BARROW
vs.
BISLAND.

Amended bill taken for confessed.

And on the 13th day of April, A. D. 1844, the following was made in the Chancery rule docket:—

BARROW
vs.
BISLAND.

On this day the complainants deposit in the clerk's office interrogatories to be administered to witnesses.

And afterwards, to wit: on the 24th day of April, 1844, the following entry was made in the minutes:—

*Wednesday*, April 24th, 1844.

The Court met pursuant to adjournment. Present, the Honorable Jno. McKinley, Presiding Judge, the Honorable Theodore H. McCaleb, District Judge.

R. R. BARROW
vs.
BISLAND & SHIELDS *et. al.* } 1042.

The motion of the complainant for the delivery of the notes of George S. Guion and Van P. Winder, which have been by order of the Court delivered into the Court to abide its further order, came on to be heard, and having been fully argued and it appearing to the Court that all the parties to the second contract set up in the complainant's bill and in the cross bill of the defendant, Bisland, are not before the Court, and it also appearing to the Court that the said defendants, Messrs. Shields and Bisland, are citizens of the State of Mississippi, and that all the other parties interested in the execution of the said second contract, are citizens of the State of Louisiana; it is therefore ordered that unless the said Messrs. Shields & Bisland do on or before the first Monday in August next, file their cross bill, setting up and praying a specific execution of said second contract, and make all the parties to the second contract set up in the complainant's bill, and make all the parties to the second contract residing in Louisiana, defendants, that the complainant, Barrow, shall be at liberty to proceed upon his bill of complaint for a specific execution of the original contract between the parties, and for the recision of the said second contract against such of the parties residing in the State of Mississippi as may fail to comply with this order.

*Entry on Chancery Rule Docket.*

*Monday*, July 8th, 1844.

R. R. BARROW
vs.
W. BISLAND *et al.* } 1042.

The defendants, William Bisland and Victoire Shields, by their solicitors, R. N. and A. N. Ogden, this day filed their cross bill in Equity.

*Cross bill.* Filed July 8, 1844.

To the Honorable the Judges of the Circuit Court of the United States for the Eastern District of Louisiana, sitting in equity:—

Humbly complaining, show unto your Honors, William Bisland and Victoire Shields, citizens of the State of Mississippi: That on the 9th day of November, 1842, a contract in writing was entered into between Robert R. Barrow of the Parish of Terrebonne, a citizen of Louisiana, of the one part, and (Thomas R. Shields, also a citizen of Louisiana, of the second part,) (interlineation approved, *J. W. Gurly, Clerk*, by *W. Cornelius, Dep. Clerk*,) and William B. Shields, George S. Guion, Richard G. Ellis, and Van P. Winder, citizens of Louisiana, residing in the Parishes of Terrebonne and Lafourche Interior, together with your orators, parties of the third part, by which contract it was covenanted and agreed as follows, viz: The said Robert R. Barrow agreed to cancel a sale made by him on the 27th of July, 1836, to the said Thomas R. Shields of certain property, and to take back said property, viz: A sugar plantation, and a cotton plantation with all the slaves and their increase, all the crop of the year manufactured and standing in the fields, corn, hay, fodder, horses, mules, oxen, and the farming utensils, &c.: The said Barrow agreed to give up to Thomas R. Shields, all the notes then unpaid which had been given for the consideration of the said sale of the 27th of July, 1836, as soon as a legal transfer of all the said property could be made to him, either by seizure in the name of said Barrow, or otherwise if practicable: The said Thomas R. Shields on his part promised to deliver immediately to the said R. R. Barrow, all the aforementioned property, and to sign any transfer or retrocession, if necessary, at any time: The consideration of the said contract was the sum of thirty-two thousand dollars, which the parties of the third part obligated themselves to pay to the said Barrow in the following manner, and in the following proportion, viz: Your orator, William Bisland, was to pay ten thousand dollars in two equal instalments; the first in March 1843, and the other in March following, for which sum your orator made his two promissory notes endorsed by John P. Watson, and payable at the office of the Louisiana Bank in New Orleans: The said R. G. Ellis six thousand nine hundred and sixty-six dollars and sixteeen cents, in two notes endorsed by your orator, William Bisland: The said George S. Guion two thousand seven hundred and fifty dollars in two notes endorsed by Van P. Winder; the said Van P. Winder two thousand seven hundred and fifty dollars in two notes endorsed by George S. Guion; the said William B. Shields four thousand seven hundred and sixty-six dollars and sixty-six cents, in two notes endorsed by Mrs. Victoire Shields; and your oratrix Victoire Shields the same amount in two notes, payable as aforesaid at the office of the Louisiana Bank in New Orleans, which notes were deposited in the office of the Parish Judge of Terrebonne, to be by the said Judge delivered unto the

said R. R. Barrow as soon as he should have acquired a title to the aforesaid property, and should have given up the notes of Thomas R. Shields then unpaid, and completely released the said parties of the third part from all responsibility, as the endorsers of said Thomas R. Shields on the original purchase. The said Barrow also bound himself to use all reasonable despatch to procure the same title to the same property as he had at the time he sold to said Shields. It was further agreed that a negro woman named Eliza, obtained by said Shields in exchange for a negro man purchased of Barrow, should be returned to said Barrow. It was further agreed, that the parties of the second and third part should pay all the expenses of the plantation for the current year up to the time of making said contract, and that the said Barrow should take the sugar-cane growing on the tract purchased by said Shields from P. B. Roussel, all of which stipulations will be more fully understood by reference to the said act passed before L. Barras, a copy of which is referred to. Your orator and oratrix further allege, that on the 19th of December, 1842, the said R. R. Barrow filed a bill in chancery against them in your honorable court, to set aside the said contract of the 9th of November, 1842, on the ground of fraud and misrepresentation, and praying judgment in his favor against your orator and oratrix, as endorsers on the notes of Thomas R. Shields, which were given for the purchase of the property from said Barrow: That your orator and oratrix filed your separate answers under oath, and having disproved the charges against them, the said Barrow obtained leave to amend his original bill by praying for the execution of the said contract of the 9th of November, 1842, and by an interlocutory decree of your honorable court, your orator and oratrix have been required to file a cross bill against the other parties before named, who reside in Louisiana, and are citizens thereof, for the purpose of having all the parties in interest before the court, with a view to the specific execution of said last-mentioned contract. In consideration whereof, and that the said Richard G. Ellis, Van P. Winder, William B. Shields, Thomas R. Shields, George S. Guion, and Robert R. Barrow may answer the premises, and that the aforesaid agreement of the 9th of November, 1842, may be specifically performed, and the said Barrow may be decreed to deliver up to be cancelled and annulled all the promissory notes of Thomas R. Shields, on which your orator and oratrix are endorsers; and that your orator and oratrix may recover such damages from the said Barrow for his non-execution of the contract aforesaid as shall be proven, and may have such other and further relief in the premises as may seem meet, and the nature of the same may require. May it please your Honors to grant unto your orator and oratrix writs of subpœna to be directed to the said Richard G. Ellis, William B. Shields, Thomas R. Shields, George S. Guion and Robert R. Barrow, who are citizens of the State of Louisiana, commanding them by a certain day, and under a certain penalty therein to be inserted, to be and appear before your

Honors, and then and there to answer the premises and abide such order and decree herein as shall be agreeable to equity and good conscience: and your orator and oratrix will ever pray.

R. N. & A. N. OGDEN,
*Solicitors.*

Endorsed as follows: "No. 1042; Filed July 8, 1844.
For D. N. HENNEN, *Clerk.*
J. Q. A. HOIT, *Dep. Clerk.*"

*Entry on Chancery Rule Docket.* Dec. 6, 1844.

R. R. BARROW
vs.
WM. BISLAND *et al.* } 1042.

R. G. Ellis, Van P. Winder, and G. S. Guion, defendants to the cross bill of W. Bisland and V. Shields, this day filed their separate pleas to the jurisdiction of this court.

*Separate Pleas of Ellis et al.* Filed 6th December, 1844.

To the Honorable the Judges of the Circuit Court of the United States, in and for the Fifth Circuit, and for the Eastern District of Louisiana, sitting in Equity:—

The pleas of Richard G. Ellis, Van P. Winder, and George S. Guion defendants, to the bill of complaint of William Bisland and Victoire Shields, complainants: The defendants by protestation, not confessing or acknowledging all or any of the matters and things in the said complainant's bill of complaint, mentioned and contained to be true, in such sort, manner, and form as the same are therein set forth and alleged for their separate pleas to said bill say—First: That the said complainants have not set forth in their said bill of complaint, any cause of action or complaint against these defendants: Secondly, These defendants say that they are all resident citizens of the State of Louisiana, and as such are not amenable to the jurisdiction of this honorable court, so far as it is attempted to make them (these defendants) parties defendant to the bill of complaint filed by said Robert R. Barrow; these defendants respectfully pray the judgment of this honorable court, whether they should be compelled to make any further answer to the said bill, and pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained; and they will ever pray, &c. &c.

C. ROSELIUS,
*Solicitor.*

George S. Guion, one of the defendants, deing duly sworn deposes and says, that the facts and allegations in the foregoing pleas con-

tained are correct and true, to the best of his knowledge and belief.

GEORGE S. GUION.

Sworn and subscribed before me this 6th Dec. 1844,
For D. N. HENNEN, *Clerk.*
By J. Q. A. HOIT, *Deputy Clerk.*

Endorsed, "No. 1042, U. S. Circuit Court. Filed 6th December, 1844.
For D. N. HENNEN, *Clerk.*
J. Q. A. HOIT, *Deputy Clerk.*"

And afterwards, to wit, on the 3d day of February, 1845, the following entry was made in the minutes:—

Monday, February 3, 1845.

The court met pursuant to adjournment. Present the Hon. Theo. H. McCaleb, District Judge. The Hon. John McKinley, Presiding Judge, absent.

R. R. BARROW
vs. } 1042.
BISLAND & SHIELDS.

On motion of A. N. Ogden, Esquire, of counsel for the defendants: It is ordered that the order taking the amended bill for confessed be set aside, and demurrer be filed.

*Demurrer*, Filed February 3, 1845.

ROBERT R. BARROW
vs.
WILLIAM BISLAND and VICTOIRE SHIELDS.

UNITED STATES CIRCUIT COURT,
*Eastern District of Louisiana.*

In Equity.

And now comes said defendants by their proctors, and for causes of demurrer to the amended bill filed by the complainant, say:—That this Honorable Court is without jurisdiction, and that the reliefs sought by the complainant's amended bill is not in its nature equitable relief, and the courts of law have full jurisdiction, and are competent to give full and adequate relief as to all the matters set up in the said amended bill; for further cause of demurrer respondents say, that it appears on the face of said amended bill that the necessary parties to said amended bill cannot be brought before this Honorable Court, and therefore no decree can be had on said amended bill; and furthermore, respondents show that said amend-

ment to the original bill, from its nature, was not proper to be allowed. Wherefore respondents pray that said amended bill be dismissed at complainant's costs.

R. N. & A. N. OGDEN,
*Proctors for Defendants.*

Endorsed, "No. 1042, Filed February 3, 1845.
For D. N. HENNEN,
*Clerk.*
J. Q. A. HOIT,
*Deputy Clerk.*"

And on the 7th day of May, 1845, the following entry was made in the minutes:—

*Wednesday*, May 7th, 1845.

The Court met pursuant to adjournment. Present the honorable John McKinley, Presiding Judge. The honorable Theodore H. McCaleb, District Judge.

R. R. BARROW
vs.
SHIELDS & BISLAND.

The Court this day delivered its opinion orally, and in conformity therewith, it is ordered, adjudged, and decreed that the plea and demurrer filed in this case be overruled, with costs, and it is further ordered that the parties making the same be directed to answer over.

To the honorable the judges of the Circuit Court of the United States, sitting in equity in and for the Fifth Circuit, District of Louisiana.

The answer of William Bisland and of Mrs. Victoire Shields, the original defendants in a suit in chancery in said court, numbered 1042, and entitled R. R. Barrow *vs.* Shields & Bisland, to the amendments to said Barrow's original bill contained in his amended bill filed on the 10th of February, 1844, respectfully showeth, that these defendants still insist upon all the pleas, exceptions, and demurrers already filed by them, and only answer to the said amended bill in obedience to the order of this honorable court, and for further answer these defendants rely upon the answers and cross bills by them already filed, and their answers to the interrogataries propounded to them. They further say, that all the charges made against them by the complainant in his original bill filed on the 19th December 1842, has been fully disproved, and have all been abandoned by said complainant, as grounds for the equitable relief which he sought in said original bill, though some of them are still insisted on by him as grounds for the relief he now seeks.

That from the proofs on record, and from the admissions of complainant, and from the abandonment of his original claim, it is apparent that his said original bill was destitute of equity, that his suit was founded on vague conjectures and suspicions, and that there was in reality no occasion for a resort to a court of equity; that his present demand, which is essentially different from his original demand, can be viewed in no more favorable light than it would have been viewed if it had been made in the first instance; that if instead of his unfounded demand to rescind the contract of the 9th of November, 1842, the said complainant had been disposed to carry the same into effect, the courts of law would have afforded him adequate and ample relief, and this court would not have interfered; and that the present demand ought not to be entertained by this court as an amendment to said original and unfounded bill; and for further answer these defendants say, that by reason of the conduct of said complainant in seeking to annul the said contract of the 9th November, 1842, and opposing its execution, and insisting on holding your respondents liable as endorsers under the original contract of the 27th July, 1836, your respondents could not have paid the notes which they had respectively signed under the contract of 9th Nov. 1842, and that no legal demand of payment could be made, and they deny that any legal demand of payment or protest for non-payment, or notice thereof was ever made, and they therefore say they are fully discharged from all liability for or on account of said notes, and they pray that if this court should entertain jurisdiction of the said complainant's present demand, it may order said notes, as well those signed as maker as those endorsed by your respondents, to be cancelled and given up to them. And for further answer your respondents say, that inasmuch as the said complainants repudiated and sought to annul the contract of the 9th Nov. 1842, and put your respondents to great expense, trouble, and vexation by his suit in Chancery, and by persisting in his attempt to hold them liable under their former contract, and inasmuch as he took full possession of all the property reconveyed by the act of 9th Nov. 1842; immediately after the execution of said act, and has held possession thereof peaceably and uninterruptedly ever since, enjoying all the revenues and advantages which it could afford, and inasmuch as he has never taken the steps which he bound himself to take to complete the reconveyance of said property to himself, he ought in equity and good conscience to be viewed in the light of a trustee for your respondents and for the several parties to the said act of 9th Nov. 1842, and is bound to render a full and fair account of said property; that he was also bound to cultivate the plantations to the best advantage, to employ the slaves which belonged to them only in their cultivation, and is now bound in equity and good conscience to show that he did all this, and to account for all that was made, or that under a prudent and faithful management might have been made.

And your respondents aver that the clear revenues of said plan-

tations, since they have been in possession of said defendant, as aforesaid, were more than sufficient to pay all the notes given by your respondents and the other parties to said act of 9th November, 1842, or if under the management of said complainant they were not more than sufficient, then that they might have been made sufficient, and more than sufficient, under proper, prudent, and faithful management. And your respondents pray that said complainant do render a strict and full account thereof, and of his said management, and that if the grounds of defence above set forth be deemed insufficient by this court, that then the amount of revenues received by said complainant, or the amount which he might with proper management have received, be imputed by this court to the payment and discharge of all your respondent's liabilities under said act of 9th November, 1842, and the notes given in pursuance thereof. And your respondents further show, that although, on the 4th of March, 1843, your respondent, William Bisland, did in his cross bill, filed on that day, offer to perform specifically in all respects his part of the aforesaid contract of 9th November, 1842, and did claim that it should be specifically performed by the said complainant, yet he was compelled to do so in order to restrain the said complainant by injunction from proceeding further in the suits he instituted on the old contract of July 27th, 1836, or instituting other suits on the said old contract, or negotiating and delivering away, to the injury of your respondents, the notes pertaining to said old contract, which he was by the new contract of 9th November, 1842, bound to deliver up to respondents, and that there is nothing in that offer which entitles complainant to demand a specific performance of said last-mentioned contract; that he has not complied with his engagements in said contract, but has on the contrary violated them.

And your respondents therefore pray that his original and his amended bill, being both destitute of equity, may be dismissed at his costs.

And your respondents further show, that if this court should overrule their various grounds of defence above set forth, and should proceed to render judgment against them on the notes aforesaid, in conformity with the prayer of complainant's amended bill, that they have equitable claims against the said complainant, which they pray may be examined and decided on first by the court.

That by reason of the conduct of the said complainant in refusing or failing to dismiss the suits he had brought; in neglecting to complete the title to the property reconveyed, and deliver up to respondents the notes under the old contract, as he was bound to do by the contract he now seeks to enforce; in instituting his suit in chancery to cancel said contract, charging your respondents with fraud and bad faith in persisting in his attempts to hold them liable for a large debt which had been in truth extinguished by the other contract last mentioned; in harassing them with groundless suits, attaching their property, injuring their credit, and compelling them to employ coun-

sel and to incur other heavy expenses, all of which, it is now fully proved, by the acts of the said complainant in dismissing said suits and attachments, and abandoning his original claim in this suit, were unnecessary and vexatious proceedings, your respondents have sustained damages in the amount of twenty thousand dollars, which damages they pray may be ascertained and allowed to them, and may cancel any claim which complainants may establish against them, in case their other grounds of defence and exceptions are overruled by the court.

And your respondents pray for all other and general relief, which in equity and good conscience they may be entitled to claim. And in duty bound will ever pray.

R. N. & A. N. OGDEN,
*Solicitors for Respondents.*

Endorsed, "1042. Filed 31st May, 1845.
For D. N. HENNEN, *Clerk.*
T. McCULLOUGH, *Deputy Clerk.*"

*Pleas and answer of Van P. Winder and George S. Guion.*

Filed September 1, 1845.

To the Honorable the Judges of the Circut Court of the United States for the Eastern District of Louisiana, sitting in equity:—

The pleas and answer of Van P. Winder and George S. Guion, defendants to the bill of complaint of William Bisland and Victoire Shields, complainants: The defendants by protestation not confessing or acknowledging any of the matters and things in the said complainants' bill of complaint mentioned and contained to be true in any such sort, manner, and form as therein set forth and alleged for their separate pleas and answer to said bill, say:—

1. That the said complainants have not set forth on their said bill of complaint any cause of action or complaint against these defendants.

2. These defendants say and aver that they are resident citizens of the State of Louisiana, and as such are not amenable to the jurisdiction of this honorable court, so far as it is attempted to make them (the defendants) parties defendant to the bill of complaint filed by said Robert R. Barrow; for which reasons these defendants respectfully pray to be hence dismissed, with their costs on this behalf most wrongfully incurred.

And in case this honorable court should be of opinion that the foregoing pleas ought not to be sustained, then these defendants say for answer, the said bill of complaint on its merits then and in that case for their answer thereto they say, and humbly complaining show unto your honors, that from the proofs on record, and from the admissions of the original complainant, and from the abandonment

of his original claim, it is apparent that the original bill of complaint was destitute of equity: that his suit was founded on vague conjectures and suspicions, and that there was in reality no occasion for a resort to a court of equity. That his present demand, which is essentially different from his original demand, can be viewed in no more favorable light than it would have been viewed if it had been made in the first instance: that if, instead of his unfounded demand to rescind the contract of the 9th of November, 1842, the said complainant had been disposed to carry the same into effect, the courts of law could have afforded adequate and ample relief, and this court would not have interfered; and that the present demand ought not to be entertained as an amendment to said original and unfounded bill; and for further answer, these defendants say that by reason of the conduct of said complainant in seeking to annul the said contract of the 9th November, 1842, and opposing its execution, your respondents could not have paid notes which they had respectively signed under the contract of the 9th of November, 1842, and that no legal demand of payment could be made; and they deny that any legal demand of payment or protest for non-payment, or notice thereof, was ever made or given; and they therefore say, that they are discharged from all liability for or on account of said notes; and they pray that if this court should entertain jurisdiction of the said complainant's present demand, it may order said notes, as well those signed as makers as those endorsed by them, to be cancelled, and be given up to them; and for further answer, your respondents say, that inasmuch as the said complainant repudiated and sought to annul the contract of the 9th of November, 1842, and inasmuch as the complainant's possession of the property reconveyed by the act of the 9th of November, 1842, immediately after the execution of said act, and has held possession thereof peaceably and uninterruptedly ever since, enjoying all the revenues and advantages which it could afford: and inasmuch as he has never taken the steps which he bound himself to take to complete the reconveyance of said property to himself, he ought in equity and good conscience to be viewed in the light of a trustee for your respondents, and for the several parties to the said act of the 9th November, 1842, and is bound to render a full and fair account of said property; that he was also bound to cultivate the plantations to the best advantage, to employ the slaves which belonged to them only in their cultivation, and is now bound in equity and good conscience to show that he did all this, and to account for all that was made, or that under a prudent and faithful management might have been made; and your respondents aver that the clear revenue of said plantations, since they have been in possession of said Barrow as aforesaid, was more than sufficient to pay all the notes given by your respondents and the other parties to said act of the 9th November, 1842; or if, under the management of said complainant, they were not more than sufficient, then that they might have been made sufficient, and more than sufficient, under proper,

prudent, and faithful management: and your respondents pray that said complainants do render a strict and full account thereof, and of said management; and that if the other grounds of defence above set forth be deemed insufficient by this court, that then the amount of revenues received by said complainant, or the amount which he might with proper management have received, be imputed by this court to the payment and exchange of all your respondents' liabilities under said act of the 9th November, 1842, and the notes given in pursuance thereof. For all which resons your respondents respectfully pray to be hence dismissed, with the reasonable costs and charges herein most unjustly incurred; and they pray for all other and general relief which in equity and good conscience they may be entitled to claim. And as in duty bound they will ever pray, &c.

C. ROSELIUS,
*Solicitor for Respondents.*

Endorsed "1042, United Circuit Court.
Filed Sept. 1, 1845.
F. N. HARALSEN, *D. Clk.*"

And afterwards, to wit: on the 23d day of December, 1845, the following entry was made in the minutes, viz:—

*New Orleans*, Tuesday, December 23d, 1845.

Court met pursuant to adjournment. Present the Hon. Theo. H. McCaleb, Dist. Judge.

R. R. BARROW
vs.
BISLAND & SHIELDS.

On motion of Louis Janin, of counsel for plaintiff, it is ordered that Thomas R. Shields be appointed guardian *ad litem* to his five minor children, the issue of his marriage with the late Martha Witherspoon, to wit: William Bayard, Thomas Rodney, Benjamin Covington Bisland, and Leonora Louisa Shields.

And also on the same day (Dec. 23, 1845), the same Judge being present, the following entry was made on the minutes, viz:—

R. R. BARROW
vs.
BISLAND & SHIELDS.

On motion of L. Janin, of counsel for plaintiff, and on giving the Court to understand that on the 24th of April, 1844, the Court made an order refusing the application of the plaintiff for the delivery of the promissory notes of the defendants, amounting to $32,000, and fully mentioned in the pleadings, on the ground that all the parties to the contract of Nov. 9, 1842, were not parties to this bill, and direct-

ing the defendants to make such of the parties to the contract of Nov. 9, 1842 as are citizens of Louisiana, parties to the suit, and on further showing to the Court that on July the 8th, 1844, the defendants, William Bisland and Victoire Shields, filed a cross bill in obedience to the aforesaid order of April 24, 1844, in which they prayed that Richard G. Ellis, Van P. Winder, Wm. B. Shields, Thomas R. Shields, George S. Guion, and R. R. Barrow should be made parties to this suit, and that the writ of subpœna may issue against them, and on further showing to the Court that Van P. Winder and George S. Guion are the only of the said parties who have answered in this suit; that R. Ellis entered indeed a plea which has been overruled, and has since departed this life, leaving a Will by which Thomas Butler, of the Parish of West Feliciana, was appointed Executor, in which capacity he has been qualified and is acting, and that the said William Bisland and Victoire Shields now neglect and refuse to adopt the necessary course and make use of the process of this Court for the purpose of compelling the testamentary Executor of said R. G. Ellis, or the said William B. Shields and Thomas R. Shields to appear and answer in this suit, and on giving the Court to understand that said Wm. Bisland and Wm. Shields are and reside out of the State of Louisiana, It is ordered that R. N. and A. N. Ogden, Esq., the solicitor for the said defendants, show cause on Monday, the 5th of January, 1846, at 10 o'clock A. M., why the said defendants should not forthwith take the steps which the process and practice of this Court allows, to bring the said Wm. B. Shields, Thomas R. Shields, in his aforesaid capacity, and Thomas Butler as testamentary Executor, aforesaid, into Court, and to compel them to appear and answer the suit; and why on their neglecting to do so, and on their failing to have made all reasonable and proper executions of the above-mentioned purpose before the first Monday of February next, the property of the said defendants, situated in the State of Louisiana, should not be sequestered and remain sequestered until they shall have effectually complied with the aforesaid order of April 24, 1844.

*Marshal's Return endorsed on a copy of the foregoing Order.*

Received 31st December, 1845, and on the same day served a copy of the within rule on R. N. & A. N. Ogden, Esqrs., by leaving a copy of the same at their office in Royal street, in New Orleans.

J. P. WALDEN,
*Deputy Marshal.*

And afterwards, to wit, on the 31st day of March, 1846, the following judgment was rendered by the court, and recorded on the minutes, viz:—

R. R. Barrow
vs.
Bisland & Shields.

*New Orleans*, Tuesday, March 31, 1846.

Court met pursuant to adjournment. Present, the Hon. Theo. H. M'Caleb, district judge.

The rule herein taken by the complainant on the twenty-third day of December, 1845, upon the defendants to show cause why said defendants should not make William B. Shields, Thomas R. Shields in his own right, and as natural tutor and guardian *ad litem* of his minor children, and Thomas H. Butler, parties to this suit, having argued and submitted to the court, and the court having maturely considered the same, doth now order and adjudge that said rule be, and the same is hereby made absolute, and said defendants ordered to make Wm. B. Shields, Thomas R. Shields, in his own right and as natural tutor and guardian *ad litem* of his minor children, and Thomas Butler, testamentary executor of R. G. Ellis, parties hereto, and that said defendants be ordered to make said parties plead, answer or demur in this cause on or before the rule day in May next, 1846; in default thereof, that the property of said defendant be and remain sequestered until they comply with this order.

Robert R. Barrow
vs.
Wm. Bisland *et al.*

In Chancery, Circuit Court of the United States, Fifth Circuit—District of Louisiana.

The plea of Thomas R. Shields, the defendant in his own right, and as natural tutor and guardian *ad litem* of his minor children *William Bayard Shields*, Thomas Rodney Shields, Benjamin Covington Shields, Bisland Shields, and Leonora Louisa Shields, issue of his marriage with the late Martha Jane Leonora Witherspoon, deceased, to the bill and amended bill in chancery, wherein the said Robert R. Barrow, a citizen of Louisiana is complainant, and Wm. Bisland and Mrs. Victoire Benoist, widow of ———— Shields *et al.* are defendants, this defendant, Thomas R. Shields, in his own right, and as tutor and guardian as aforesaid, by protestation not confessing or acknowledging all or any of the matters and things in the said complainant's bill and amended bill mentioned and contained to be true in such sort, manner, and form, as the same are therein set forth and alleged, for plea to the whole of said bill and amended bill, says that this defendant is not now, nor was he when said bill and amended bill were filed, nor when the subpœna in chancery was served upon him, a citizen of the State of Mississippi, but he was on the contrary at all those several times, and now is a citizen and resident of the State of Louisiana.

Wherefore this defendant, both for himself, and in his aforesaid

capacity of tutor and guardian, doth plead to the jurisdiction of this honorable court, and prays the judgment of this honorable court, whether he should be compelled to make any further answer to the said bill and amended bill, and prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

R. N. and A. N. Ogden, solicitors for the defendant, Thomas R. Shields.

*R. N. & A. N. Ogden, solicitors for the defendant, Thos. R. Shields*, do certify that in our opinion the foregoing plea is well founded in point of law.

R. N. & A. N. OGDEN.

Thos. R. Shields, the defendant, makes oath that the foregoing plea is not interposed for delay, and that it is true in point of fact.

THOMAS R. SHIELDS.

Sworn to and subscribed before me at New Orleans this 31st May, 1846.

F. N. HARALSON,
*Com. U. S.*

Endorsed: "1042. Filed March, 31st, 1846.
F. N. HARALSON, *Dep. Cl'k.*"

*Petition to revive Parties.*

*To the Honorable the Judges of the Circuit Court of the United States for the Fifth Circuit, District of Louisiana:—*

The petition of William Bisland and Victoire Shields, defendants in the suit in equity herein pending of Robert R. Barrow against them, with respect represents that, since filing their cross bill, making Richard G. Ellis and others defendants in this suit, the said Ellis has departed life, wherefore your petitioners pray that Richard E. Buller, testamentary executor of the last will and testament of said Ellis, Mary Jane Towsen, his widow in community in her own right, and as natural tutrix of the minor children of said Ellis, viz: Eliza B. Ellis, Richard G. Ellis, Thomas N. Ellis, Towsen Ellis, Margaret Ellis, Butler Ellis, Mary S. Ellis, and William C. Ellis, the sole legal and testamentary heirs of said R. G. Ellis, and who resides within the jurisdiction of this honorable court, and are all citizens of the State of Louisiana, be served with subpœna, and required to show cause, if any they have, why the cause should not be revived.

R. N. & A. N. OGDEN,
*Solicitors for Petitioners.*

Endorsed: "1042. Filed 6th April, 1846.
F. N. HARALSON, *Dep. Cl'k.*

And afterwards, to wit: On the 6th day of April, 1846, the following entry was made in the minutes, viz:—

*New Orleans*, Monday, April the 6th, 1846.

Court met pursuant to adjournment. Present, the Hon. Theo. H. McCaleb, district judge.

R. R. BARROW vs. BISLAND & SHIELDS. } 1042.

On motion of Louis Janin, Esq., of counsel for complainant, and on giving the court to understand that the plaintiffs have been informed that Thomas R. Shields has again become a citizen of the State of Louisiana; it is ordered that the plaintiffs have leave to withdraw his amended bill, filed on the 10th of February, 1844, so far as said Thomas R. Shields is concerned.

*Plea of W. B. Shields, to the Jurisdiction.* Filed 22d May, 1846.

BISLAND *et al.* vs. SHIELDS *et al.*

In Chancery, in the Circuit Court of the United States, for the District of Louisiana.

The Plea of William B. Shields to the cross bill exhibited against him and others by ——— Bisland *et al.*

The defendant, by protestation to all the discovery and relief sought and prayed in said cross bill, doth plead to the same, and for plea saith, that he, this defendant, is not, and was not, at the time of the service of the subpœna upon him on this behalf, a citizen of the State of Louisiana, but was at the time of the service of said subpœna as aforesaid, and ever since has been, and still is a citizen of State of Mississippi, and domiciled therein; and said defendant avers that this honorable court has no jurisdiction over this defendant, to compel him to answer said cross bill, or to give relief as against this defendant in the premises. And so said defendant says this court has no jurisdiction over this defendant in the premises. All which matters and things this defendant avers to be true, and pleads the same to said cross bill, and demands judgment of this honorable court whether he is bound further to answer the same, and prays to be hence dismissed with his reasonable costs in this behalf expended.

PRENTISS & FINNEY,
*Solicitors for Wm. B. Shields.*

I hereby certify that in my opinion the foregoing plea is well founded in point of law.

S. S. PRENTISS, *Solicitor, &c. &c.*

Personally appeared before the undersigned, Commissioner of the United States for the District of Louisiana, the above named defendant, William B. Shields, who makes oath that the foregoing plea is not interposed for delay, and is true in point of fact.

W. B. SHIELDS.

Sworn to and subscribed before me, at New Orleans, in the District of Louisiana, this 21st April, 1846.

F. N. HARALSON,
*Commissioner of the United States for Dist. of Louisiana.*

Endorsed: "1042. U. S. Circuit Court, Dist. of Louisiana. Filed May 22, 1846.

F. N. HARALSON, *D'y Clk.*"

And afterwards, to wit, on the 5th day of March, A. D. 1847, the following entry was made on the minutes:—

*New Orleans*, Friday, March 5th, 1847.

Court met pursuant to adjournment. Present, the Hon. Theo. H. McCaleb, District Judge.

R. R. BARROW
vs. } 1042.
BISLAND *et al.*

On motion of L. Janin, Esq., Solicitor for complainant herein, it is ordered, that the complainant have leave to file an amended bill in this cause, making William B. Shields a defendant herein.

To the Honorable Circuit Court of the United States for the Fifth Circuit and District of Louisiana:—

The amended bill of Robert Ruffin Barrow, a citizen of the State of Louisiana, humbly showeth:—

That on the 19th of December, 1842, he filed his bill in this honorable court, and on the 10th of February, 1844, an amended bill, to claim the relief therein stated, against William Bisland and Victoire Shields, to which relief the orator is entitled under a contract entered into on the 9th of November, 1842, between your orator and Thomas R. Shields, the said Wm. Bisland and Victoire Shields, and George S. Guion, Richard G. Ellis, Van P. Winder and Wm. B. Shields, that your orator did not and could not make the other parties defendants to said suit, but the said Victoire Shields and Wm. Bisland, because the aforesaid parties were then, like your orator, citizens of the State of Louisiana; that by an order of this Honorable Court of the 24th of April, 1844, the aforesaid defendants were directed to bring in, by a cross bill, the other parties to the said contract of November 9th, 1842, who were citizens of the State of Louisiana, and could not be reached by your orator;

that accordingly the said defendants filed a cross bill on the 8th of July, 1844, making among others the said Wm. B. Shields a party defendant thereto, and that on the 22d of May, 1846, the said Wm. B. Shields filed a plea setting forth that he was a citizen of the State of Mississippi, and could not be sued in this Court by the said Wm. Bisland and Victoire Shields, who are also citizens of the State of Mississippi.

And your orator shows that the said Wm. B. Shields has plantations both in the State of Mississippi and in the State of Louisiana, that he resided alternately in one and in the other State, that latterly he has resided principally in the State of Mississippi, and that your orator is apprehensive that in consequence of this circumstance, his aforesaid plea may possibly prevail and the final decision of suit be still farther delayed.

Wherefore your orator, averring that the said William B. Shields is a citizen of the State of Mississippi, humbly prays that the said William B. Shields may be made a party defendant to the original and to the amended bill of your orator; that whereas the said Wm. B. Shields is now within the jurisdiction of the Honorable Court, the process of subpœna of the Honorable Court may be directed to him, that he may be ordered to answer the aforesaid bill filed on the 19th of December, 1842, and the aforesaid amended bill filed on the 10th of February, 1844, that he may be condemned to pay the notes in principal and interest which are endorsed by him and which are now fully described in said bills, and that your orator may have against said William B. Shields such other and further relief in the premises as was heretofore prayed for in said bills, and as the nature and circumstances of this case may require.

L. JANIN,
*Solicitor for Complainant.*

Endorsed, "1042. Filed by leave of Court this 5th March, 1847.
F. N. HARALSON, *D. C.*"

*Entry on Chancery Rule Docket*, April 5th, 1847.

R. R. BARROW
vs.
BISLAND *et al.*

Appeared this day at the Rules, William B. Shields, defendant herein, by his solicitors, Prentiss and Finney, Esqrs., and enters his appearance in this cause to complainant's original bill, and several amendments thereto filed.

The separate answer of William B. Shields, a citizen of the State of Mississippi, to the bill of complaint, and amended bill exhibited against him and others in this honorable Court, by R. R. Barrow, complainant.

This respondent answering says that it is true that complainant,

on 27th July, 1836, sold to this R. Shields a plantation and slaves, as stated by complainant's bill. Also admits he was endorser on four of the notes given by said Thos. in the purchase, to wit, two notes, one for $12,000, and the other for $14,000, on the 1st and 4th of March, 1843, and also two others for same amounts due 1st and 4th of March, 1844; admits that the plantation and slaves as purchased by said Thos. R. Shields were mortgaged as complainant's at the time of the sale, to recover the notes given for the purchase-money, those endorsed by respondent among the rest.

Admits that a settlement was made between complainant and said Thomas, together with this respondent and the other accommodation endorsers or sureties upon said notes, which settlement was entered into by authentive act framed before Lefroy Barras, Parish Judge, on the 9th of November, 1842, by which it was agreed to cancel the sale made to said Thos. R. Shields as aforesaid, on the 27th July, 1836, and that complainant should take back the property, and release and discharge this respondent from his liability as accommodation endorser on the notes given for the purchase-money as aforesaid, and also release the other endorsers, and give up the unpaid notes, in consideration of which respondent was to execute to complainant two notes of equal amount, payable in March, 1843, and March, 1844, his co-defendants executing at the same time their respective notes for various sums, amounting in the aggregate to $32,000, which notes were to be left in the hands of the Parish Judge, and not to be delivered to complainant until he should have complied with all his stipulations, all of which will appear by the contract, which is on file, and is hereby referred to and made part of this answer.

In pursuance of this contract, respondent executed and placed in the hands of the Parish Judge, according to agreement, two notes for $2383 33 as drawer, and endorsed two other notes of same amount drawn by Mrs. Victoire Shields, the same being the notes now in Court, and to which reference is hereby had. Respondent admits that complainant took possession of said plantation and slaves, but avers that he neglected thereafter, and refused to fulfil his stipulation in said last contract contained, and has not to this day fulfilled the same. Respondent denies all fraud combinations, and alleges that said complainant has by his own unjust and illegal conduct, violated all the stipulations, the fulfilment of which constituted a condition precedent to his right to the possession of said last-mentioned notes. Respondent knows nothing of the allegations in said original bill not admitted or denied in this answer, and requires strict proof thereof.

Further answering respondent says, that before the making of said agreement of the 9th of November, 1842, the said complainant, without notice, or without the assent of this respondent, did voluntarily, and in fraud of the rights of respondent, release a portion of the property mortgaged by said Thomas R. Shields, to receive the

payment of the notes given for the purchase money, and upon four of which respondent was endorser as aforesaid, and did wholly discharge the same from said mortgage, to wit: the two slaves embraced in said mortgage, named Prince and Joe (these being the names as well as respondent recollects).

And this respondent avers, that he was merely a surety and accommodation endorser of said Thomas upon said four notes, and that this was well understood and known by said complainant, both at the time said notes were given as well as at the time of said release, all of which respondent will prove at the hearing.

And this respondent is informed and believes, and so avers, that by such release and discharge of a portion of the mortgaged property without respondent's consent, he was, and is totally discharged from all liability upon said notes, or either of them, for all and every portion thereof both in law and equity, and he hereby pleads and insists upon such discharge as a full and complete defence to his liability upon said notes or either of them.

Respondent in answer to complainant's amended bill, admits as he has already done, that the agreement of the 9th of November was entered into as before stated, but he avers that the same was entered into in error and mistake, and that he is not bound in law or equity thereby. He avers that at the time he entered into said agreement, and executed said notes for $2383 33 cents, each as aforesaid, the sole and only consideration which induced him to execute the same, was his supposed liability upon said four first notes as accommodation endorser thereon.

He avers that at the time he entered into said agreement, and executed said notes for $2383 33 cents each, he was entirely ignorant that he had been discharged from his liability as endorser upon said four notes first given by reason of the acts of said complainant in releasing and discharging a portion of the mortgaged property, but believed and supposed that he was fully liable thereon, and said complainant pretended and urged such supposed liability as an inducement for respondent to enter into said arrangement, and as this respondent avers that said agreement of the 9th of November, 1841, and the two notes which he signed as maker as well as the said endorsements made by him upon the notes drawn by Mrs. Victoire Shields, were all executed and made by him in error and mistake, and are not binding upon him either at law or in equity, and he denies the right, therefore, of said complainant to hold him liable, either upon said original notes or upon said agreement, and notes made on the 9th of November, 1842, aforesaid, but claims that he is wholly discharged therefrom. Further answering, respondent says that he denies all liability on said four notes signed by him under the agreement of the 9th November, 1842, aforesaid, on the following additional grounds, to wit: He avers that said notes were placed in the hands of said Parish Judge as *escrows*, and were not to be delivered to complainant until he had first performed the stipulations entered

into by him according to the terms of said agreement of the 9th Nov. 1842, which stipulation said complainant has failed, neglected, and refused to perform, and still neglects. Respondent further avers that said notes have never been legally or properly protested; and as to the two upon which he is endorser he is wholly discharged for want of legal protest and notice, and as to those of which he is drawer, no legal demand was or could be made, because, at the time when they were protested, and protested for non-payment, they were not the property of complainant, nor had any person the right to demand or receive payment thereof.

Wherefore, respondent denies all and singular the claims and pretensions set up by complainant against this respondent. And as to such portion of the bill and amended bill not specially admitted or denied, he requires strict proof thereof.

In answer to complainant's interrogatories, respondent says:—

Ans. to 1st interrogatory. Respondent knows nothing and cannot say.

Ans. to 2d interrogatory. Respondent knows nothing of said draft, and therefore cannot answer this interrogatory either in the affirmative or negative.

Ans. to 3d interrogatory. Respondent does not recollect anything upon the subject of this interrogatory.

Ans. to 4th interrogatory. Mrs. Martha J. L. Witherspoon, wife of Thos. R. Shields, did depart this life in February, 1841, leaving five minor children, named William Bayard, aged about 9 years; Benjamin C., aged about 5 years; Thomas R., aged about 8 years; Bisland, aged about 2 years; and Leonora, aged 3 months; don't know whether any legal proceedings were had, upon her death; she brought some property into marriage, but does not know the amount.

Ans. to 5th interrogatory. Respondent believes said Thos. R. Shields was indebted to the persons mentioned in this interrogatory, but does not know the amounts, nor when nor how paid. Respondent prays that all his said notes now filed in this court be delivered up and cancelled, and that he be decreed forever discharged therefrom, and that he be hence dismissed with his reasonable costs, &c.

PRENTISS & FINNEY,
*Solicitors for Wm. B. Shields.*

Being duly sworn, declares that all the facts set forth in the foregoing answer are true.

H. B. SHIELDS.

Sworn to and subscribed before me this 24th day of April, A. D. 1847.

N. R. JENNINGS,
*U. S. Commissioner.*

Endorsed: "Filed April 24th, 1847.
ED. RANDOLPH, *Cl'k.*"

*Bill of Revivor.* Filed 30th October, 1847.

Robert Ruffin Barrow, a citizen of the State of Louisiana, to the Honorable Judges of the Circuit Court of the United States, for the District of Louisiana—

Humbly showeth, That on the 19th of December, 1842, he brought his bill in Chancery against William Bisland and Victoire Shields, both citizens of the State of Mississippi; that on the 4th of March, 1843, said Bisland filed his answer to said bill; that on the same day the said Bisland filed a cross bill against the orator, to which your orator filed an answer; that on the 8th of July, 1844, the said William Bisland and Victoire Shields filed another cross bill against Richard G. Ellis, William B. Shields, Thomas R. Shields, George S. Guion, and your orator, to which answers have been filed by said defendants, and that all said proceedings are parts and incidents of the original suit in chancery, instituted by your orator on the 19th of December, 1842, as aforesaid. Your orator shows that the said William Bisland lately departed this life, leaving a widow and a number of children, who are his legal representatives, viz: Leonora Bisland, his widow, John R. Bisland, Elizabeth Bisland, Jane Bisland, Thomas Bisland, and Leonora Bisland, all five of whom are under age, and are represented by their natural tutrix, or guardian and mother, the aforesaid widow, Leonora Bisland, and the children over the age of majority, to wit: the wife of Samuel H. Lambden, the wife of Benjamin Williams, and William A. Bisland; that said persons, or most of them, are now in the State of Louisiana and Parish of Terrebonne, although their residence is in the State of Mississippi. And whereas it is necessary that the aforesaid original cause and two cross suits in Equity should be revived in order to enable your orator to obtain the relief sought by him, he prays that the proper process of subpœna be issued by the Clerk of this Court to the said widow, Leonora Bisland, in her own, right, and as guardian and *prochein ami* of her minor children, John R. Bisland, Elizabeth Bisland, Jane Bisland, Thomas Bisland, and Leonora Bisland, and to Samuel H. Lambden and his wife, Benjamin Williams and his wife, and William A. Bisland, to show cause why the aforesaid original suit and two cross suits in Equity should not be revived.

L. JANIN,
*Solicitor for Complainant.*

Endorsed, "1042, U. S. Circuit Court—Filed 30th October, 1847.
ED. RANDOLPH, *Clk.*
By J. Q. A. HOIT, *Dep. Clk.*"

*Affidavit of R. R. Barrow.*

R. R. BARROW
vs.
SHIELDS & BISLAND. } In Chancery.

Robert Ruffin Barrow, the complainant in the above suit, being duly sworn, deposes that on the 30th of last October he filed a bill of revivor in the suit; that on the same day he procured subpœnas to be issued by the Clerk against all the parties named in said bill of revivor, and among others, against Benjamin Williams and his wife; that said subpœna could not be served on the said Benjamin and Mrs. Williams, they residing in the State of Mississippi; and that affiant is credibly informed and verily believes that since the aforesaid bill of revivor was filed, neither the said Benjamin nor the said Mrs. Williams have visited the State of Louisiana.

R. R. BARROW.

Sworn to and subscribed before me, New Orleans, January 25th, 1848.

ED. RANDOLPH,
*U. S. Com'r.*

Endorsed, "Filed Jan. 25th, 1848.
ED. RANDOLPH, *Clerk.*"

*Entry on the Chancery Order Docket, as follows, viz:*

*New Orleans*, 3d January, 1848. Monday.

R. R. BARROW
vs.
SHIELDS & BISLAND.

Set for argument on motion of Louis Janin, of counsel for plaintiff on bill, amended bill, cross bill, and answers of the defendants, except as to Mr. and Mrs. Williams.

*Extract from the Minutes.*

*New Orleans*, Monday the 7th February, 1848.

Court met pursuant to adjournment. Present, the Hon. John McKinley, Presiding Judge.

R. R. BARROW
vs. } 1042.
SHIELDS, BISLAND & *al.*

The trial of this cause being assigned for this day, the respective parties appeared by their counsel, when the defendants objected to go to trial, alleging that the cause is not ready for a final hearing; when, after argument thereon, the same was continued until to-morrow the 8th instant, at 10 o'clock A. M.

*Extract from the Minutes.*

*New Orleans*, Tuesday, 13th November, 1849.

The court met pursuant to adjournment. Present, the Hon. Theo. H. McCaleb, District Judge. Absent, Hon. John McKinley, Presiding Judge.

R. R. Barrow
vs. } 1042.
Shields & Bisland.

On motion of W. F. Wagner, it is ordered that R. R. Barrow show cause on Saturday, the 1st December, prox., why he should not pay to said Wagner the sum of $144 90, amount of his fees due in this case as late Marshal of the U. S. for the District of Louisiana, as per bill on file.

*Extract from the Minutes.*

*New Orleans*, Wednesday, January 28, 1852.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, Dis't Judge. Absent, Hon. J. McKinley, Presiding Judge.

R. R. Barrow
vs. } 1042.
Shields & Bisland.

This cause having been assigned for trial for this day, being called up, Messrs. Ogden & Chilton, of counsel for defendants, moved the court to dismiss complainant's bill on the grounds that complainant has failed and neglected to file a replication to the answer of William B. Shields and the other defendants in the cause within the time prescribed by the rules of court, when, after argument of counsel, and it appearing to the court that the complainants in the cross bill, herein filed, have also failed and nelected to file replications to the answers of the defendants thereto; it was ordered that complainants to both the original and the cross bill do file their replications to the answers to said bills respectively on or before the ensuing rule day. And it was further ordered this cause be continued.

*Extract from the Minutes.*

*New Orleans*, Friday, 4th January, A. D. 1850.

Court met pursuant to adjournment. Present, Hon. John McKinley, Presiding Judge, and the Hon. Theo. H. McCaleb, District Judge.

R. R. Barrow
vs. } 1042.
Shields & Bisland.

On motion of S. S. Prentiss, Esq., it is ordered that this cause be restored to the issue docket.

*Extract from the Minutes.*

*New Orleans*, Wednesday, 28th January, 1852.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge. Absent, Hon. J. McKinley, Presiding Judge.

R. R. BARROW
vs.
SHIELDS & BISLAND. } 1042.

On motion of L. Janin, of counsel for complainant, R. R. Barrow, and on giving the Court to understand that the defendants have made Thos. R. Shields a party to their cross bill, filed on the 8th of July, 1844, and have had him subpœnaed, but have neglected to proceed any further against him as they were bound to do by the order of this Court of April 24th, 1844: it is ordered that the defendants show cause on Saturday, the 31st instant, at 10 o'clock A. M., why the order obtained by complainant's counsel, on 1st June, 1846, to take the cross bill *pro confesso* against Thomas R. Shields should not stand and have the same operation upon the defendants before the court as if the same had been obtained by themselves; or, why the case shall not be considered as at issue between said defendants and complainants in the cross bill and the said Thomas R. Shields so far as they, said defendants, and the complainant can be effected thereby.

*Marshal's Return.*

Received January 29th, 1852. Served same day on C. Roselius by leaving copy of same at his office with M. Hahn, same day on J. M. Chilton p'ly by handing him copy of same, same day on A. N. Ogden p'ly by handing copy of same. Rel'd same day.

W. S. SCOTT, *U. S. M.*
By W. T. MILLER, *D'y. Marshal.*

*Extract from the Minutes.*

*New Orleans*, Saturday, 31st January, 1852.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge; Absent, Hon. J. McKinley, Presiding Judge.

R. R. BARROW
vs.
SHIELDS & BISLAND. } 1042.

The rule herein taken on the 28th instant, being returnable this day, was called up. Present, Messrs. Janin & Chilton, Att'ys. When, by consent of parties, it was ordered that the same be continued until Monday next, at 10 o'clock A. M.

*Extract from the Minutes of same date as above.*

R. R. BARROW
vs.
SHIELDS & BISLAND. } 1042.

On motion of Messrs. Chilton, Roselius and Ogden, Att'ys for def'ts, it is ordered that complainant, R. R. Barrow, do show cause on Monday next, the 2nd February, at 10 o'clock A. M. why the cross bill of William Bisland should not be dismissed for want of jurisdiction in the Court, and also why the complainants' original and amended bill should not be dismissed for like want of jurisdiction in the Court because some of the defendants, as appears from the records in the cause, are citizens of the State of Louisiana, of which State the complainant Barrow is also a citizen.

Replication of R. R. Barrow. Filed 31st January, 1852.

R. R. BARROW
vs.
BISLAND & SHIELDS.

In Chancery.—The replication of R. R. Barrow, complainant, to the answers of William Bisland, Mrs. Victoire Shields, and W. B. Shields.

This repliant, saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer for replication thereunto saith: that he will aver and prove his said bill to be true, certain, and sufficient, in the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant, without this that any other matter or thing whatsoever, in the said answer contained, material or effectual, in the law to be replied unto, confessed and avoided, traversed or denied is true; all which matters and things this repliant is, and will be ready to aver and prove as this honorable court shall direct, and humbly prays as in and by his said bill he hath already prayed. And if in the opinion of this honorable court, it should be necessary for this repliant to reply to the answers made by the defendants in the cross bill of Wm. Bisland and Mrs. Victoire Shields, to wit, George S. Guion, Van P. Winder, and the executor of R. G. Ellis, and the widow of said R. G. Ellis, acting both in her own right, and as the natural tutrix of his and her children, then this repliant prays that this replication may be considered as also applicable to the said answers to the cross bill.

LOUIS JANIN,
*Solicitor for Complainants.*

Endorsed: Filed 31st January, 1852.

J. W. GURLEY,
*Clerk.*

*Extracts from the Minutes.*

*New Orleans*, Monday, 2d February, A. D. 1852.

Court met pursuant to adjournment. Present, Hon. Theo. H. M'Caleb, District Judge. Absent Hon. John M'Kinley, Presiding Judge.

R. R. BARROW
vs.
SHIELDS & BISLAND } No. 1042.

The rule herein taken by complainant on the 28th ult., and continued to this day, came on to be heard, and was argued by Mr. Janin for complainant, and by Messrs. Chilton and A. N. Ogden, on behalf of defendants, and submitted to the court, and taken under advisement.

On motion of A. N. Ogden, attorney for original defendants, it is ordered that the rule returnable this day to show cause why the cross bill of William Bisland should not be dismissed for want of jurisdiction, be so amended as to be made applicable only to the cross bill filed by defendants, under order of court, as was intended by said rule.

The rule herein taken by defendants on the 31st ult., returnable this day, was taken up, and after argument by Louis Janin, Esq., attorney for complainant, and Chilton, Esq., for defendants, was submitted to the court, and taken under advisement.

Louis Janin, Esq., solicitor for complainant, R. R. Barrow, suggesting to the court that the complainants in the cross bill were directed by an order of court, made on the 28th ult., to file replications to the answers to their cross bill, on or before this rule day, and that they have failed so to do—and the counsel for said complainants being present in court, and declining to comply with said order—moved the court that the cause stand, and be proceeded with as if said replications had been filed. Whereupon the court took time to consider.

*Extract from the Minutes.*

*New Orleans*, Wednesday, the 4th February, 1852.

Court met pursuant to adjournment. Present, Hon. Theo. H. M'Caleb, District Judge. Absent, Hon. J. M'Kinley, Presiding Judge.

R. R. BARROW
vs.
SHIELDS AND BISLAND. } 1042.

On motion of C. Roselius, Esqr., of counsel for the executor, and widow and heirs of R. G. Ellis, and with the consent of Louis Janin, Esq., of counsel for the complainant R. R. Barrow, it is ordered that the said executor, widow and heirs have leave to file their answers to the cross bill as if it had been filed on the 28th ult., and that the replication to the said answer be dispensed with.

To the Honorable the Judges of the Circuit Court of the United States, for the Eastern District of Louisiana, sitting in equity.

The pleas and answer of Richard E. Butler, testamentary executor of the last will and testament of the late Richard D. Ellis and of Mary Jane Towson in her own right, and as natural tutrix of the minor children of said Ellis, viz: Eliza B. Ellis, Richard G. Ellis, Thomas N. Ellis, Towson Ellis, Margaret Ellis, Butler Ellis, Mary S. Ellis, and William C. Ellis, the sole legal and testamentary heirs of said R. G. Ellis, defendants to the bill of complaint of William Bisland and Victoire Shields, complainants.

The defendants by protestation, not confessing or acknowledging any of the matters and things in the said complainant's bill of complaint mentioned and contained to be true in any such sort, manner and form as therein set forth, and alleged for their separate pleas and answer to said bill, say:—

1st. That the said complainants have not set forth in their said bill of complaint any cause of action or complaint against these defendants in their said capacities.

2d. These defendants say and aver, that they are resident citizens of the State of Louisiana, and as such are not answerable to the jurisdiction of this honorable court, so far as it is attempted to make them (these defendants) parties defendant to the bill of complaint filed by the said Robert R. Barrow, for which reasons these defendants respectfully pray to be hence dismissed, with their costs in this behalf most wrongfully incurred.

And in case this honorable court should be of opinion that the foregoing pleas ought not to be sustained, then these defendants say for answer to the said bill of complaint on its merits, that from the proofs on record, and from the admissions of the original complainant, and from the abandonment of his original claim, it is apparent that the original bill of complaint was destitute of equity; that his suit was founded on vague conjectures and suspicions, and that there was in reality no occasion for a resort to a court of equity; that his present demand, which is essentially different from his original demand can be viewed in no more favorable light than it would have been viewed if it had been made in the first instance; that if instead of his unfounded demand to rescind the contract of the 9th of November, 1842, the said complainant had been disposed to carry the same into effect, the courts of law could have afforded adequate and ample relief, and this honorable court would not have interfered, and that the present demand ought not to be entertained as an amendment to said original bill; and for further answer these defendants say that by reason of the conduct of said complainant in seeking to annul the said contract of the 9th of November, 1842, and opposing its execution your respondents could not have paid the notes which they had respectively signed under the conduct of the 9th of November, 1842, that no legal demand of payment could be made, and they deny that any legal demand of payment or protest for non-

payment or notice thereof was ever made or given, and they therefore say that they are discharged from all liability for or on account of said notes; and they pray that if this court should entertain jurisdiction of the said complainant's present demand, it may order said notes, as well as those signed as makers as those endorsed by them, to be cancelled and given up to them; and for further answer your respondents say, that inasmuch as the said complainant repudiated and sought to annul the contract of the 9th November, 1842, and inasmuch as the complainant took possession of the property reconveyed of the act of the 9th of November, 1842, immediately after the execution of said act, and has held possession thereof peaceably and uninterruptedly ever since, enjoying all the revenues and advantages which it could afford, and inasmuch as he has never taken the steps which he bound himself to take to complete the reconveyance of said property to himself, he ought in equity and good conscience to be viewed in the light of a trustee for your respondents, and for the several parties to the said act of the 9th of November, 1842, and is bound to render a full and fair account of said property; that he was also bound to cultivate the plantation to the best advantage, to employ the slaves which belonged to them exclusively in their cultivation, and is now bound in equity and good conscience to show that he did all this, and to account for all that was made or that under a prudent and faithful management might have been made; and your respondents aver that the clear revenues of said plantations since they have been in possession of said Barrow as aforesaid, were more than sufficient to pay all the notes given by your respondent and the other parties to said act of the 9th Nov., 1842, or if under the management of said complainants they were not more than sufficient, then that they might have been made sufficient and more than sufficient under proper, prudent, and faithful management, and your respondents pray that said complainant do render a strict and full account thereof and of said management; and that if the other grounds of defence above set forth be deemed insufficient by this court, that then the amount of revenues received by said complainant, or the amount which might with proper management have been received, be imputed by this court to the payment and discharge of all your respondent's liabilities under said act of the 9th November, 1842, and the notes given in pursuance thereof; for all which reasons these respondents respectfully pray to be hence dismissed with their reasonable costs and charges herein most unjustly incurred, and they pray for all other and general relief which in equity and good conscience they may be entitled to claim, and as in duty bound, &c.

C. ROSELIUS,
*Solicitor for Respondents.*

Endorsed as follows: "Filed with consent of parties and with leave of court, this 4th February, 1852, *nunc pro tunc* as of 28th January ult."

J. W. GURLEY, *Clerk.*"

*Extracts from the Minutes.* (Judgment on 3 Rules.)

*New Orleans*, Friday, 23d April, 1852.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge. Absent, Hon. J. McKinley, Presiding Judge.

R. R. Barrow
vs. } 1042.
Shields & Bisland.

The motion herein made by Louis Janin, Esqr., Sol. for complainant, on the 2d of February last, praying the Court that inasmuch as the defendants to the original bill had failed to file replications to the answers of the defendants to their cross bill, as directed by the Court on the 28th February last, and as their counsel had declined in open court to comply with the said order of 28th February, the causes be ordered to stand, and be proceeded with as if said replications had been filed, having been argued and submitted on a former day, and the Court having considered the same, doth now order that the said Rule be made absolute.

The rule taken herein on the 28th January last, by Louis Janin, Esqr., Sol. for complainant, on the defendants to show cause why the order obtained by the complainant on the 1st day of June, 1846, to take the cross bill *pro confesso* against Thomas R. Shields, should not be maintained, and for other purposes, having been argued and submitted on a former day, and the Court having considered the same, doth now order that the said Rule be made absolute.

The Rule taken in this cause by Messrs. Chilton, Roselius and Ogden, on part of defendants on the 31st January last, on the complainant, R. R. Barrow, to show cause why the cross bill of William Bisland, and also the complainant's original and amended bill should not be dismissed, and which said Rule was so amended on 2d February, 1852, as to be made applicable only to the cross bill filed by the defendants under order of Court, having been argued and submitted on a former day, and the court having considered the same, doth now order that the said rule be dismissed.

*Extracts from the Minutes.*

*New Orleans*, Friday, 14th May, A. D. 1852.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge. Absent, Hon. J. McKinley, Presiding Judge.

R. R. Barrow
vs. } 1042.
Shields & Bisland.

On motion of Louis Janin, Solicitor for the complainant, R. R. Barrow, it is ordered that a commission issue in this cause, directed to W. H. Mercer, U. S. Commissioner in the Parish of Terrebonne,

804.

to take the depositions of F. A. Gayeton, Henry R. Green, C. Mathedo, John C. Harrison, J. D. Bien, J. Aycock, L. N. F. Monroe, and other witnesses on part of said complainant Barrow.

*Extracts from the Minutes*—Rule.

*New Orleans*, Wednesday, 26th day of May, 1852.

The Court met pursuant to adjournment. Present, the Hon. Theo. H. McCaleb, District Judge. Absent, Hon. John McKinley, Presiding Judge.

R. R. BARROW
vs.
SHIELDS & BISLAND. } 1042.

On motion of John M. Chilton, Solicitor for William B. Shields, it is ordered that the parties herein show cause on Saturday next, the 29th instant, at 10 o'clock A. M., why the order granted in this cause, on 2d February, 1852, reciting the withdrawal of motion to dismiss for want of jurisdiction, so far as the original Bill of complaint is concerned, should not be so amended so far as relates to William B. Shields, as to show that said motion was not withdrawn by him or his counsel.

*Marshal's return in the above Rule.*

Received May 26th, 1852, and on May 27th, 1852, served copy of the within named A. N. Ogden, by handing the same to him in person, at his office in New Orleans. And on May 27th, 1852, served copy of the within rule on C. Roselius, by handing the same to Alfred Phillips, a white person over the age of 14 years, at his office in New Orleans. And on May 27, 1852, served copy of the within rule on L. Janin, by handing the same to John C. Miller, white person over the age of 14 years, at his office in New Orleans. Ret'd May 29, 1852.

JULIEN BOUNY,
*Deputy U. S. Marshal.*

Judgment on rule. *Extract from the Minutes.*

*New Orleans*, Saturday, 29th May, 1852.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge. Absent J. McKinley, Presiding Judge.

R. R. BARROW
vs.
SHIELDS & BISLAND. }

The rule herein taken on behalf of William B. Shields, on the 26th instant, came on to be heard. Present, Lewis Janin, Esq., Solicitor for complainant. Defendants' Solicitor absent. Whereupon

on consideration, it is ordered that the amendment prayed for by the said defendant, William B. Shields, be allowed. And it appearing to the Court upon examination that the application herein made by defendant's Solicitors on the 31st January, 1852, to cause to be dismissed complainant's original and amended bills, and the cross bill of William Bisland for want of jurisdiction, and subsequently and now amended, has heretofore been duly considered and overruled. It is ordered that these rules be discharged from further consideration.

*Extract from the Minutes.* Submission.

*New Orleans*, Wednesday, 3d Nov. 1852.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge.

R. R. Barrow
vs. } 1042.
Shields & Bisland.

This cause having been continued to this day, was called up for trial. Present, L. Janin, Esq., Solicitor for R. R. Barrow; Messrs. Roselius, Ogden, and Chilton, defendants' Solicitors, absent; when, after the introduction of evidence and the argument of complainant's Solicitor, the cause was submitted to the Court and taken under advisement.

Mem. of evidence read on trial 3d Nov. 1852.

Barrow *v.* Bisland.—List of evidence.

1. Certificate of discontinuance of suit, No. 5471, in Commercial Court, filed Feb. 10, 1844.
2. Certificate of discontinuance of suit, No. 395, of the District Court for the Parish of Terrebonne, filed February 10, 1844.
3. Sale of R. R. Barrow to Thomas R. Shields, July 27, 1836.
4. Notes identified with the act of sale of July 27, 1836, viz: the notes mentioned in the first page of the original bill, which were filed by complainant in 1843.
5. Act passed before Leufroy Barras, Parish Judge of the Parish of Terrebonne, on Nov. 9, 1842.
6. Twelve notes of hand, amounting together to $32,000, together with protests and certificates of notice of protest, said notes being the same which are mentioned and described in the above-mentioned act of Nov. 9, 1842.

7 and 8. Two commissions and returns, filed Oct. 18, 1852.

9. Affidavit of G. W. Squires.
10. Certificate of mortgages in the name of Thos. R. Shields.

Offered and read on part of complainant, Barrow, on trial 3d Nov. 1852.

Attest, J. W. GURLEY, *Clerk.*

*Certificate of discontinuance.* (No. 1, plaintiffs.)

A.

ROB'T R. BARROW
vs.
WILLIAM BISLAND. } No. 5471. Commercial Court of N. Orleans.

I hereby certify that the above entitled suit instituted on the 2d November, 1842, was on the 23d day of January last past, discontinued on motion of S. L. Johnson, of counsel for plaintiff.

In faith whereof I have hereunto set my hand and affixed the seal of said Court at New Orleans, the 15th day of April, 1843.

ED. GARDEY, *Clerk.*

Endorsed—"1042. Filed February 10, 1844.
For D. N. HENNEN, *Clerk.*

J. Q. A. HOIT,
*Deputy Clerk.*

Filed in evidence by plaintiff 3d Nov. 1852.
J. W. GURLEY, *Clerk.*"

B. (No. 2, plaintiffs.)

R. R. BARROW
vs.
SHIELDS & BISLAND. } District Court. Parish of Terrebonne. No. 395.

I discontinue this suit and request the Clerk to enter this discontinuance on record. March 13, 1843.

(Signed) R. R. BARROW.

I certify the foregoing to be a true copy of the original order of discontinuance filed in my office the fifteenth March, one thousand eight hundred and forty-three, this 15th March, 1843.

J. AYCOCK,
*Clerk 2d District Court, Terrebonne.*

Endorsed, "No. 1042, filed February 10, 1844.
For D. N. HENNEN, *Clerk.*

J. Q. A. HOIT,
*Deputy Clerk.*

Filed in evidence by plaintiff 3d Nov. 1852.
J. W. GURLEY, *Clerk.*"

STATE OF LOUISIANA,
*Parish of Terrebonne:*

Be it known and remembered, that on this twenty-seventh day of July, in the year one thousand eight hundred and thirty-six, the sixty-first of the Independence of the United States of America:

Before me Leufroy Barras, Judge for the Parish of Terrebonne, and ex-officio a notary public in the same, duly commissioned and sworn in presence of the witnesses hereinafter named and undersigned, personally came and appeared Robert Ruffin Barrow, domiciliated in the parish of Terrebonne, State of Louisiana, who declared that for and in consideration hereinafter expressed, he has sold, abandoned, transferred, made over and delivered, and by these presents does sell, abandon, transfer, make over and deliver to and unto Thomas Rodney Shields, also domiciliated of this parish, present and accepting purchaser for himself, his heirs and assigns, the following described property, to wit:—

A sugar plantation situate in this parish of Terrebonne, at a distance of about twenty miles from the Bayou Lafourche, containing thirty arpents in front on each side of the Bayou Terrebonne, with such depth as to include six hundred and forty surperficial acres, bounded above by land confirmed in the name of Pierre Careau and now owned by Pierre Bertin Roussel, and below by land confirmed in the name of Joseph Gueno and now owned by the heirs of said Gueno, which land was originally confirmed to Pierre Gueno, it being the same that the said Barrow acquired from Pierre Cazeau by act passed in this office, before me the said Judge, on the twenty-third day of October one thousand eight hundred and twenty-nine, No. 878 of the records; said plantation valued at the sum of thirty-five thousand dollars, together with all the buildings, valued as follows, on said land, viz: the sugar-house valued at five thousand dollars, the dwelling-house and other buildings in the yard valued at four thousand dollars, the negro-houses and overseer-house valued at twelve hundred dollars, the tools of all description, such as plows, carts, &c., valued at one thousand dollars, the horses and mules valued at two thousand dollars, the oxen valued at one thousand dollars, the stock of cattle valued at eight hundred dollars; which tools, carts, horses, mules, oxen, stock, &c., are sold with the said plantation, and also the crops now standing of cane, corn, &c.

Also a cotton plantation, situate also in the parish to the west of the afore-described one, containing twenty-five arpents in front on the east side of the bayou Grand Callou, and fifty arpents front on the west side, including in superficies seventeen hundred arpents—said land bounded above by land owned now by Chautard and Witherspoon, and below by land confirmed to John Jalredo, which land was originally confirmed to Louis Dumas for the use of Robert Martin, and located by James L. Carothers, on the 10th day of March, 1827; it being the same purchased by said R. R. Barrow from James

Boivic, by act passed in this office on the twenty-fifth day of November, one thousand eight hundred and twenty-eight, No. 729 of the records. This land is sold, with all the buildings thereon and thereto attached, and also the crops standing on the same, and is valued at thirty-three thousand dollars.

And also the following negro slaves, to wit: Twenty-five men—Bob, aged of about thirty years; Tom, aged of about thirty years; Andrew, aged of about twenty-seven years; Peter, aged of about twenty-seven years; Jesse, aged of about thirty years; Bill, aged of about thirty years; Michel, aged of about thirty years; Rose, aged of about thirty years; Pearl, aged of about thirty years; Drew, aged of about twenty years; Jacob, aged of about nineteen years; Ned, aged of about thirty-five years; Jack, aged of about nineteen years; Sam Pitts, aged of about nineteen years; Guy, aged of about thirty-seven years; Solomon, aged of about thirty-seven years; Tony, aged of about thirty-five years; Mose, aged of about thirty years; Big George, aged of about thirty years; Little George, aged of about twenty-two years; Jim, aged of about twenty-five years; Primus, aged of about twenty-five years; Sam, aged of about thirty-five years; Archer, a carpenter, aged of about thirty-five years; John, a carpenter, aged of about thirty years. Twenty-six women, viz.: Iby, aged of about thirty years; Annica, aged of about twenty-five years; Betsey, lame, aged of about twenty years; Sarah, aged of about twenty years; Esther, aged of about twenty-two years; Betsey, aged of about eighteen years; Phillis, aged of about twenty years; Lettice, aged of about thirty years; Malinda, aged of about twenty-seven years; Susan, aged of about nineteen; Rachel, aged of about eighteen years; Clorie, aged of about seventeen years; Little Hannah, aged of about sixteen years; Anny, aged of about eighteen years; L. Jenny, aged of about thirty-five years; Celia, aged of about forty-five years; Hosea, aged of about thirty-five years; Hannah, aged of about thirty years; Eliza, aged of about thirty years; Maria, aged of about twenty-two years; Little Nancy, aged of about thirty years; Big Nancy, aged of about twenty-two years; Mary, aged of about twenty years; Sophia, aged of about thirty years; Lavina, aged of about thirty years; Lucy, aged of about thirty years.

Six boys, viz: Daniel, aged of about seventeen years; Peter, aged of about fifteen years; Turner, aged of about twelve years; Joe Ogden, aged of about sixteen years; Joshua, aged of about nine years; Ned, aged of about eight years.

Seven girls, viz: Harriet, aged of about fifteen years; Milly, aged of about fourteen years; Olevia, aged of about thirteen years; Tilso, aged of about twelve years; Betsey, aged of about thirteen years; Jane, aged of about twelve years; Nancy, aged of about eight years.

Eleven children, viz: Lewis, aged of about six years; Fanny, aged of about one year; Isaac, aged of about three years; Mahala,

aged of about five years; Mourning, aged of about five years; Granville, aged of about five years; Lucy, aged of about six years; Mary, aged of about four years; Henry, aged of about two years; one child, one month; and Siley, of about two years.

These negroes are valued at sixty-seven thousand dollars, and the crops now standing on both plantations hereby sold, is valued at twenty-five thousand dollars. All of which property the vendor promises and binds himself to warrant and defend unto the purchaser against all and every person or persons whomsoever, claiming or to claim the same, except what will specially be enumerated, to wit: the tract of land lying on the bayou Grand Caillou is not warranted but from the claims of the vendor, or those claiming through or under him; the said vendor transferring all his rights of all nature whatsoever to the same to said purchaser, subrogating him, his heirs or assigns, to all the rights and actions of warranty which he, the said vendor, has or may have against his vendor and all former owners of said land; fully authorizing said purchaser to exercise the said rights and actions in the same manner as he himself might or could have done; though it is specially agreed by and between the parties, that in case the purchaser should be evicted of said tract of land on the bayou Grand Caillou, by the Government of the United States or otherwise, on or before the first day of March, eighteen hundred and forty-four, then, in that event, the said vendor, Robert R. Barrow, shall refund to the said purchaser, Thomas R. Shields, the sum of twenty-six thousand dollars, provided it should appear that the said purchaser, Thomas R. Shields, had used all due diligence in defending the said land against such claim or claims; but should the purchaser, Thomas R. Shields, remain in possession of the said tract of land until the first day of March, one thousand eight hundred and forty-four, then, and in that case, the seller, Robert R. Barrow, shall not be responsible for any sum or sums, even if the said purchaser should be dispossessed after said first day of March, eighteen hundred and forty-four.

And further, it is agreed by and between the parties that, in case it should be found necessary as a last resort to perfect the title to the said tract of land, that it should be purchased again from the United States of America's Government by virtue of any privilege of pre-emption or other granted by Congress; then the said Robert R. Barrow shall only be required to refund to the said Thomas R. Shields, or his assigns, such sum or sums as may be expended for that effect, provided such sum or sums shall not exceed the above-mentioned sum of twenty-six thousand dollars, and all costs and expenses which shall arise subsequent to the date of this sale, for the purpose of defending the claim against any attack that may be made on it, shall be borne by the purchaser.

And as to the warrantee of the negro slaves herein sold, it is agreed that the seller, Robert R. Barrow, warrants only the titles to them; and as to character and soundness, the purchaser requires no war-

rantee, having examined them severally, and declared being satisfied with the same in that respect.

Primus, Lavina and Joe, being actually running away, are supposed to be in the vicinity of the plantation, and are at the risk of the purchaser as regards their being run away.

All the hogs on said plantation, sheep, all the provisions, such as pork, now bought, corn, fodder, &c., are included and sold with the property aforesaid.

And is excepted the riding-horse of the vendor, R. R. Barrow, one milch cow, the house and kitchen furniture, which he reserves.

By the certificate of me the said judge, dated this day and hereto annexed, it appears that all the property above described and sold is clear of all mortgage whatsoever.

*Consideration.*

This sale is made for and in consideration of the sum of two hundred and twenty-seven thousand dollars, ($227,000); for which sum the said purchaser has handed to me, the said judge, the following drafts and notes:—

1st. A draft, drawn by the said Thomas R. Shields, on Messrs. Bullitt, Shipp, & Co., merchants in the city of New Orleans, and by them accepted payable on the first day of March next, one thousand eight hundred and thirty-seven, for the sum of twenty-five thousand dollars . . $25,000

2d. Two promissory notes, subscribed by the said Shields in favor of William B. Shields, one of the sum of fourteen thousand dollars, and the other of the sum of twelve thousand dollars, making together the sum of twenty-six thousand dollars, and endorsed by the said W. B. Shields, both said notes payable on the first day of March, eighteen hundred and thirty-eight, at the domicile of the Union Bank of Louisiana, in the city of New Orleans . . . 26,000

3d. Two promissory notes, subscribed by the said Thomas R. Shields in favor of R. G. Ellis, one of the sum of fourteen thousand dollars, and the other for twelve thousand dollars, making together twenty-six thousand dollars, endorsed by said Ellis, both notes payable on the first day of March, eighteen hundred and thirty-nine, at the domicile of the Union Bank of Louisiana, in the city of New Orleans . . . . . 26,000

4th. Two promissory notes, subscribed by the said Thomas R. Shields in favor of R. G. Ellis, one of the sum of fourteen thousand dollars, the other of the sum of twelve thousand dollars, endorsed by the said Ellis, both notes payable on the first day of March, one thousand eight hundred and forty, at the domicile of the Union Bank of Louisiana, in the city of New Orleans . . . . . 26,000

5th. Two promissory notes, subscribed by the said Thomas R. Shields in favor of George S. Guion, one for the sum of fourteen thousand dollars, the other for the sum of twelve thousand dollars, endorsed by the said George S. Guion, and also endorsed by Van P. Winder, both notes payable on the first day of March, one thousand eight hundred and forty-one, at the domicile of the Union Bank of Louisiana, in the city of New Orleans . . . . . 26,000

6th. Two notes of hand, subscribed by the said Thomas R. Shields in favor of George S. Guion, one of the sum of fourteen thousand dollars, the other of the sum of twelve thousand dollars, endorsed by the said Geo. S. Guion, and also by Van P. Winder, both notes payable on the first day of March, one thousand eight hundred and forty-two, at the domicile of the Union Bank of Louisiana, in the city of New Orleans . . . . . 26,000

7th. Two promissory notes, subscribed by the said Thomas R. Shields in favor of Mrs. Victoire Shields, one of the sum of fourteen thousand dollars, the other of the sum of twelve thousand dollars, endorsed by the said Mrs. Shields, both notes payable on the first day of March, one thousand eight hundred and forty-three, at the domicile of the Union Bank of Louisiana, in the city of New Orleans . . 26,000

8th. Two promissory notes, subscribed by the said Thomas R. Shields in favor of Mrs. Victoire Shields, one for the sum of fourteen thousand dollars, the other for twelve thousand dollars, endorsed by the said Mrs. Shields, both notes payable on the first day of March, eighteen hundred and forty-four, at the Union Bank of Louisiana, in the city of New Orleans . . . . . 26,000

9th. A draft drawn by the said Thomas R. Shields on Messrs. Bullitt, Shipp, & Co., merchants in the city of New Orleans, and by them accepted payable on the first day of February next, eighteen hundred and thirty-seven . . 20,000

Total, two hundred and twenty-seven thousand dollars, $227,000

Which notes have first been countersigned *ne varietur* by me the said judge, to identify them with these presents, and delivered to the said vendor, the receipt whereof the said vendor do hereby acknowledge.

And to secure the payment of the said notes hereabove described and delivered, amounting together to the sum of two hundred and twenty-seven thousand dollars, the plantations, buildings, improvements, dependencies, and appurtenances, farming utensils, horses and cattle, and all and singular the slaves hereabove mentioned, as well as their issue, in a word, all and everything which forms the object of the present sale, and may be legally affected, are hereby

mortgaged and hypothecated, specially and with privilege, in favor of the vendor, Robert R. Barrow, or of the bearer or bearers of said notes, hereby consenting the said purchaser that the present mortgage be recorded wherever it shall or may be necessary, and binding himself not to sell, alienate, hypothecate, encumber, or deteriorate the same, to the prejudice of the present mortgage. This sale is moreover made under the following conditions, which the contracting parties have made and accepted by mutual consent, and which they do hereby solemnly promise to fulfil, to wit: That in case of non-payment when due of the notes above described and given in payment of the sum of one hundred and eighty-two thousand dollars, they shall bear an interest at the rate of ten per cent. per annum, from the day each of the notes, or any part thereof, shall become due, until final payment; the payment of which interest, whatever be the same, shall be secured, as well as the capital, by the mortgage hereabove and presently granted. This clause, however, shall not be construed as to give to the purchaser a longer term than the one hereabove stipulated. That, in case of non-payment of said notes, or any of them, as well as the drafts and of the eventual interest resulting therefrom, the said vendor shall not be bound to put the purchaser in default, or to institute any suit for the recovery of the same, but he is hereby authorized to have the present deed executed by the delivery of a copy thereof into the hands of the sheriff of the parish of Terrebonne; this act being vested with all the force and virtue of a judgment rendered in last resort and without appeal. That the slaves presently sold and their issue shall not be taken out of the State under penalty of all costs or damages which the nature of the case will admit.

And provided, that the above conditions and stipulation be punctually and faithfully executed, to have and to hold the said two plantations, buildings, improvements, horses, mules, cattle, slaves, tools, oxen, sheep, farming and aratory utensils, and all the dependencies and appurtenances, and the rights, actions, servitudes, ways, and privileges to the same belonging, or in anywise appertaining to the said purchaser, his heirs and assigns, to their proper use and behoof forever.

And in order to afford to the said purchaser, Thomas R. Shields, a greater facility to ascertain and establish the titles of property of the vendor in and to the plantations and slaves hereabove described and sold to him, the said appearer, R. R. Barrow, has presently delivered to the said purchaser, Thomas R. Shields—

1st. A certificate or copy of the confirmation of the tract of land situate on the bayou Terrebonne in the name of Pierre Gueno.

2d. A full transcript or copy of all the proceedings in the probate court, in the parish of Orleans, had after the death of Pierre Gueno, by which said tract was adjudicated to the widow of the said Pierre Gueno.

3d. A copy of an act of sale from widow Pierre Gueno to Joseph

Gueno, Delmas Gueno, Pierre Caseau, and Antoine Ramel, passed before Christoval De Armas, notary public, in the city of New Orleans, on the seventh day of April, 1822.

4th. A transcript or copy of the probate proceedings in the succession of Antoine Ramel, one of the partners by which the tract of land was purchased by Joseph Gueno, Delmas Gueno, and Pierre Caseau.

5th. A copy of the proceedings of the Probate Court of the parish of Terrebonne, in the succession of Joseph Gueno, and adjudication of said tract of land to Pierre Caseau.

6th. A copy of an act of sale from Pierre Caseau to the vendor, R. R. Barrow, passed before me, the said judge, on the twenty-third October, 1829.

7th. Transcript of the proceedings of the Probate Court of the parish of Terrebonne, cancelling the mortgage in favor of Caseaux's minor children on the said land.

8th. A certificate concerning the fact of Pierre Caseaux being an unmarried man when he sold to the said R. R. Barrow.

9th. Certificate or copy of the confirmation of the tract of land lying on the Bayou Grand Caillou in the name of Louis Dumas.

10th. Copy of the sale from Louis Dumas to James Bowie, made under private signature, date Laberda, the 15th July, 1821, and recorded in the parish of Avoyelles in this State on the 23d February, 1826, and recorded in this parish on the 22d January, 1827.

11th. Copy of a deed of sale passed in this office on the 23d November, 1828, from James Bowie to R. R. Barrow.

12th. Affidavit of R. S. Bowie concerning Louis Dumas proving that he was a single man at the time he sold the tract of land on the Grand Caillou.

13th. Three affidavits proving that James Bowie was an unmarried man at the time he sold the Caillou tract to R. R. Barrow.

14th. A plan representing the Caillou tract made by James L. Carothers, D. Surveyor, dated 10th day of March, 1827.

15th. And finally eleven copies of acts of sale from diverse persons, and passed before diverse Notaries, purporting to be titles of the slaves herein described and sold.

The receipt of which papers, documents and copies the purchaser does hereby acknowledge.

It is also understood between the parties and specially promised hereby by the purchaser Thomas R. Shields, that all and every one of the notes hereabove described and given in payment of this sale shall be endorsed as last endorser by William Bisland, of Adams County, State of Mississippi, or by some other person equally solvent as the said Bisland, on or before the first day of January next, 1837.

Thus done and passed the day and year first above written, in presence of Messrs. Henry Claiborne Thibodaux and Joseph Chand-

ler, legal witnesses of this parish, who have signed these presents with the contracting parties and me the said Judge.

(Signed) ROBERT R. BARROW,
" THOS. R. SHIELDS,
" HENRY C. THIBODAUX,
" JOSEPH CHANDLER,
" L. BARRAS, *Judge.*

I certify the foregoing to be a true copy from the original
[SEAL.] in my office. Witness whereof my hand and seal this 19th day of August, 1836.

L. BARRAS, *Judge.*

Endorsed, "(No. 3, Pl'ff.) Filed in evidence by Pl'ff 3d Nov., 1852.
J. W. GURLEY, *Clerk.*"

*Petition.* Marked (No. 4, Pl'ffs.)

*To the Honorable the District Court of the second Judicial District, holding sessions in and for the parish of Terrebonne:—*

The petition of Robert Ruffin Barrow, who resides in the parish of Terrebonne, respectfully shows that, by an act of sale passed before the parish judge of the parish of Terrebonne, on the 27th July, 1836, your petitioner sold to Thomas R. Shields, of said parish, a plantation and slaves situated therein for the sum of $227,000, for which, in part payment thereof, the said Shields gave to your petitioner two promissory notes, both drawn by the said Thomas R. Shields, to the order of, and endorsed by, Geo. S. Guion; secondly, endorsed by V. P. Winder, dated at the parish of Terrebonne, La., on the 22d of July, 1836, and payable on the 1st of March, 1842, being made payable and negotiable at the Union Bank of Louisiana in New Orleans, one of said notes being for the sum of twelve thousand dollars, and the other being for the sum of fourteen thousand dollars; that in said act of sale, with which said notes were identified by the parish of the aforesaid parish judge, it was stipulated that they should bear special mortgage and vendor's privilege on the property sold. And in case of non-payment at maturity, should bear interest at the rate of ten per cent. per annum from maturity until final payment; and that said notes should be furthermore endorsed by William Bisland, who resides in Adams County, in the State of Mississippi, or by some other equally solvent person.

Petitioner shows that, thereafter and before the maturity of said notes, they were both endorsed by the said William Bisland; that at their maturity, to wit: on the fourth of March, 1842, the said two notes were duly presented for payment at the place where said notes were made payable, and payment thereof legally demanded by Adolph Mazareau, notary public in and for the parish and city of New Orleans, and on refusal of payment the same were duly pro-

tested for non-payment on the day of their maturity, and notice of protest was, within the legal delay and in the legal manner, given to the said William Bisland, V. P. Winder and George S. Guion; the notice for the said William Bisland being put into the post-office at New Orleans on the day of protest, and addressed to him at Natchez, Mississippi, which is the nearest post-office in Adams County, Mississippi, to the residence of the said William Bisland, and had also been specially selected and designated by said Bisland for this purpose.

Petitioner shows that from the premises it appears that the said Thomas R. Shields and William Bisland are jointly and severally indebted to petitioner in the sum of twenty-six thousand dollars with ten per cent. per annum interest thereon from the 4th of March, 1842, and $11 costs of protests and certificates of notice of protest hereto annexed; and that the premises will more fully appear from the two said promissory notes, the protests, and certificates of notice of protest thereof, which are hereto annexed for reference.

Petitioner further shows that the said William Bisland resides out of the State of Louisiana, to wit: in Adams County, Mississippi, as before stated, and that he has property in the parish of Terrebonne, in this State.

Wherefore you petitioner prays that, in consideration of the premises, and of the annexed bond and affidavit, a general writ of attachment may issue, commanding the sheriff of the parish of Terrebonne to attach all the property, rights, claims, and credits of the said William Bisland in said parish of Terrebonne; that an attorney may be appointed to represent said absent defendant; that the said Thomas R. Shields, who resides in said parish of Terrebonne, and the said William Bisland, through the attorney appointed to represent him, be cited to appear and answer this petition; that after due proceedings the said Thomas R. Shields and William Bisland be condemned jointly and severally to pay to your petitioner the sum of twenty-six thousand dollars with ten per cent. per annum interest thereon from the 4th of March, 1842, until final payment, and $11 costs of protests, certificates, and notarial copies hereto annexed, and the costs of suit; and that the property described in the said act of sale from your petitioner to the said Thomas R. Shields, of the 27th July, 1836, before the parish judge of Terrebonne, be declared to be subject to a special mortgage and vendor's privilege for the payment of the judgment herein rendered; and moreover that the property attached herein be ordered to be sold to satisfy said judgment, and that all other relief be afforded to petitioner which the nature of the case may require.

LOUIS JANIN & S. L. JOHNSON,
*Att'ys for Pet'r.*

Robert Ruffin Barrow, plaintiff in the foregoing petition, being duly sworn, deposes that William Bisland is justly indebted to him in the sum of twenty-six thousand dollars with interest thereon, at

the rate of ten per cent. per annum, from the fourth of March, 1842, and that the said William Bisland resides out of the State of Louisiana.

R. R. BARROW.

Sworn to before me this 4th November, 1842.

J. AYCOCK, *Clk.*

Endorsed, Filed 4th Nov., 1842.

J. AYCOCK, *Clk.*

*Protest and Note*—Marked No. 4, Pl'ff.

UNITED STATES OF AMERICA,
*State of Louisiana*, ss.

By this public instrument of protest, be it known that on this 4th day of March, in the year one thousand eight hundred and thirty-nine (1839), at the request of the Union Bank of Louisiana, holder of the original note whereof a true copy is in the reverse hereof written, I, Adolph Mazareau, a Notary Public in and for the City and Parish of New Orleans, State of Louisiana, aforesaid, duly commissioned and sworn, presented said note at the Union Bank of Louisiana, in the city where it is made payable, and demanded payment of its contents, and was answered by the Book-keeper that the same could not be paid. Whereupon, I, the said notary, at the request aforesaid, did protest, and, by these presents, do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered, or to be suffered, for want of payment of the said note. This done and protested in the presence of John Cragg and Leonce Hebrard, witnesses.

In testimony whereof, I grant these presents under my signature, and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) J. CRAGG,
L. HEBRARD.
A. MAZAREAU,
*Notary Public.*

*Note.*

On the first of March, eighteen hundred and thirty-nine, I promise to pay to R. G. Ellis, or order, the sum of Twelve Thousand dollars, payable and negotiable at the Union Bank of Louisiana, in New Orleans, for value received, the 22d day of July, 1836.

($12,000 00 cts.) THOMAS R. SHIELDS.

Endorsed, R. G. ELLIS,
BULLITT, SHIPP & Co.,
WILLIAM BISLAND,
R. R. BARROW.

Payment of this note secured by mortgage, of this 27th July, 1836, Nevarietur.

L. BARRAS,
*Judge.*

I, the undersigned notary, do hereby certify that the parties on the note, whereof a true copy is above written, have been duly notified of the protest thereof, by letters to them, by me written and addressed, dated on the day of said protest, and served on them respectively in the manner following, viz:—

Thomas R. Shields, Terrebonne, Louisiana; R. G. Ellis, Thibodeauxville, Louisiana; William Bisland, Natchez, Mississippi; which notices were by me, the notary, put into the Post-office of this city on the day of said protest, and on the 5th instant the notice for Bullitt, Shipp, & Co. was delivered at their counting-house, to Mr. Bennett; and the notice for R. R. Barrow was given to himself. In faith whereof I have hereunto signed my name, together with John Cragg and Leonce Hebrard, witnesses, at New Orleans, this 5th day of March, eighteen hundred and thirty-nine.

(Signed) J. CRAGG,
L. HEBRARD.
A. MAZAREAU,
*Notary Pub.*

I, Lucien Hermann, notary public, hereby certify the above protest and certificate to be true copies from the original on record in the office of Adolphe Mazareau, notary public, temporarily absent from the city.

In faith whereof, I have hereunto set my hand and seal notarial, at New Orleans, this first of November, eighteen hundred and forty-two.

[SEAL.] L. HERMANN,
*Notary Public.*

*Protest*—Marked No. 4, Pl'ff.

UNITED STATES OF AMERICA,
*State of Louisiana.*

By this public instrument of protest, be it known that on this fourth day of March, in the year one thousand eight hundred and forty, at the request of the Union Bank of Louisiana, holder of the original note whereof a true copy is on the reverse hereof written, I, Adolphe Mazareau, a notary public in and for the city and parish of New Orleans, State of Louisiana, aforesaid, duly commissioned and sworn, presented said note at the Union Bank of Louisiana, in this city, where it is made payable, and demanded payment of its contents, but was answered by the book-keeper that the same could not be paid. Whereupon I, the said notary, at the request aforesaid,

did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchanges, re-exchanges, damages, costs, charges, and interests suffered, or to be suffered, for want of payment of the said note.

This done and protested in the presence of John Cragg and George A. Jenkins, witnesses. In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) J. CRAGG,
GEORGE A. JENKINS.
A. MAZAREAU,
*Notary Public.*

[SEAL.] L. HERMANN,
*Notary Public.*

On the first of March, eighteen hundred and forty, I promise to pay R. G. Ellis or order, the sum of twelve thousand dollars, payable and negotiable at the Union Bank of Louisiana, in New Orleans, for value received this 22d day of July, 1836.

$12,000. THOMAS R. SHIELDS.

Payment of this note secured by mortgage, 27th July, 1836.
L. BARRAS, *Judge.*

The first endorser acknowledges notice at Thibodeauxville, Louisiana.
" Second " " " Natchez, Mississippi.

Endorsed: R. G. Ellis, Bullitt, Shipp, & Co., William Bisland, R. R. Barrow.

I, the undersigned notary, do hereby certify that the parties to the note whereof a true copy is above written, have been duly notified of the protest thereof by letters to them, by me written and addressed, dated on the day of said protest, and served on them respectively, in the manner following, viz.: R. G. Ellis, Thibodeauxville, Louisiana; William Bisland, Natchez, Mississippi; which notices were by me, the notary, put into the post-office of this city, on the day of said protest—and on the 5th inst., the notice for Bullitt, Shipp, & Co. was delivered at their counting-house to Mr. Waters, and the notice for R. R. Barrow was given to himself. In faith whereof I have hereunto signed my name, together with John Cragg and George A. Jenkins, witnesses, at New Orleans, this 5th day of March, one thousand eight hundred and forty.

(Signed) J. CRAGG,
GEORGE A. JENKINS.
A. MAZAREAU,
*Notary Public.*

I, Lucien Hermann, Notary Public, hereby certify the above protest and certificate to be true copies of the originals on record in the office of A. Mazareau, Notary, temporarily absent from this city.

[SEAL.] LN. HERMANN,
*Notary Public.*

*New Orleans,* 1st November, 1842.

*Protest and Note marked* No. 4, Pl'ffs.

UNITED STATES OF AMERICA,
*State of Louisiana, ss:*

By this public instrument of protest be it known, that on this fourth day of March, in the year one thousand eight hundred and forty, at the request of the Union Bank of Louisiana, holder of the original note whereof a true copy is on the reverse hereof written, I, Adolphe Mazareau, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Union Bank of Louisiana, in this city, where it is made payable, and demanded payment of its contents, but was answered by the book-keeper that the sum could not be paid: whereupon I, the said notary, at the request aforesaid did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of this said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges and interests, suffered or to be suffered for want of payment of the said note. This done and protested in the presence of John Cragg and George A. Jenkins, witnesses. In testimony whereof I grant these presents under my signature, and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) J. CRAGG,
GEORGE A. JENKINS.
A. MAZAREAU,
*Notary Public.*

[SEAL.] LN. HERMANN,
*Notary Public.*

*Note.*

On the first of March, eighteen hundred and forty, I promise to pay to R. G. Ellis, or order, the sum of fourteen thousand dollars, payable and negotiable at the Union Bank of Louisiana, in New Orleans, for value received this 22d day of July, 1836.

$14,000. THOMAS R. SHIELDS.

Payment of this note secured by mortgage.

The first endorser acknowledges notice at Thibodeauxville, Louisiana.

" Second " " " Natchez, Mississippi.

Endorsed: R. G. Ellis, Bullitt, Shipp, & Co., William Bisland, R. R. Barrow.

I, the undersigned notary, do hereby certify that the parties to the notes whereof a true copy is above written, have been duly notified of the protest thereof by letters to them written by me, and addressed, dated on the day of said protest, and served on them respectively, in the manner following, viz: R. G. Ellis, Thibodeauxville, Louisiana, William Bisland, Natchez, Mississippi, which notes were by me, the notary, put into the post-office of this city, on the day of said protest.

And on the 5th instant the notice for Bullitt, Shipp, & Co., was delivered at their counting-house to Mr. Waters, and the notice for R. R. Barrow was given to himself. In faith whereof I have hereunto signed my name together with John Cragg and George A. Jenkins, witnesses, at New Orleans this fifth day of March, eighteen hundred and forty.

(Signed) J. CRAGG,
GEORGE A. JENKINS.
A. MAZAREAU,
*Notary Public.*

I, Lucien Hermann, Notary Public, hereby certify the above protest and certificate to be true copies of the originals recorded in the office of Adolphe Mazareau, notary, at present temporarily absent.

[SEAL.] LN. HERMANN,
*Notary Public.*

*New Orleans*, 1st November, 1842.

*Protest and Note*—Marked No. 4, Pl'ff.

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest, be it known that on this fourth day of March, in the year one thousand eight hundred and forty-one, at the request of the Union Bank of Louisiana, a holder of the original note, whereof a true copy is on the reverse hereof written, I, Adolphe Mazareau, a Notary Public in and for the City and Parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Union Bank of Louisiana, in this city, where it is made payable, and demanded payment of its contents, but was answered by the book-keeper that the same could not be paid. Whereupon I, the said Notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges and interest, suffered or to be suffered, for want of payment of the said note. This done and rotested in the presence of John Cragg and George A. Jenkins,

witnesses. In testimony whereof, I grant these presents under my signature, and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL] A. MAZAREAU,
*Notary Public.*

J. CRAGG,
GEORGE A. JENKINS.

*Note.*

On the first of March, eighteen hundred and forty-one, I promise to pay G. S. Guion or order, the sum of fourteen thousand dollars, payable and negotiable at the Union Bank of Louisiana, in New Orleans, for value received, this 22d day of July, 1836.

$14,000. THOS. R. SHIELDS.

The first endorser acknowledges notice at Thibodeauxville, La.
The second endorser acknowledges notice at Thibodeauxville, La.
The third endorser acknowledges notice at Natchez, Mississippi.

Endorsed: George S. Guion, V. P. Winder, William Bisland, R. R. Barrow.

Payment of this note secured by mortgage of this 27th July, 1836, *ne varietur*. L. BARRAS,
*Judge.*

*Protest—Note and Certificate*—Marked "No. 4, Pl'ffs."

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest be it known that on this fourth day of March, in the year one thousand eight hundred and forty-two, at the request of the Union Bank of Louisiana, holder of the original note, whereof a true copy is on the reverse hereof written, I, Adolphe Mazareau, a Notary Public in and for the City and Parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Union Bank of Louisiana in this city, where it is made payable, and demanded payment of its contents, but was answered by the book-keeper that the same could not be paid. Whereupon I, the said Notary, at the request aforesaid, did protest and by these presents do publicly and solemnly protest as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, or re-exchange, damages, costs, charges and interests, suffered or to be suffered for want of payment of the said note. This done and protested in the presence of John Cragg and Victor Demornelle, witnesses. In testimony whereof, I grant these presents under my signature and the

impress of my seal of office at the City of New Orleans, on the day and year first above written.

[SEAL.] A. MAZAREAU,
*Not. Pub.*

J. CRAGG,
V. DEMORNELLE.

*Note.*

$12,000 00 *Parish of Terrebonne, La.*, July 22d, 1836.

On the first of March, (1842,) eighteen hundred and forty-two, I promise to pay to the order of George S. Guion, the sum of twelve thousand dollars, for value received, payable and negotiable at the Union Bank of Louisiana, in New Orleans.

THOS. R. SHIELDS.

The first endorser acknowledges notice at Thibodeauxville, La.
The second endorser acknowledges notice at Thibodeauxville, La.
The third endorser acknowledges notice at Natchez, Miss.

Endorsed, George S. Guion, V. P. Winder, William Bisland, R. R. Barrow.

Payment of this note secured by mortgage of this 27th July, 1836, *ne varietur*. L. BARRAS, *Judge*.

I, the undersigned Notary, do hereby certify that the parties to the note wherof a true copy is above written have been duly notified of the protest thereof by letters to them by me written and addressed, dated on the day of the said protest and served on them respectively in the manner following, viz: The notices for George S. Guion, V. P. Winder, and R. R. Barrow, directed to them severally, Thibodeauxville, Louisiana, and the notice for William Bisland, Natchez, Mississippi, were put by me, notary, in the post-office of this city on the day of said protest. In faith whereof I have hereunto signed my name together with John Cragg and Victor Demornelle, witnesses, at New Orleans this fourth day of March, one thousand eight hundred and forty-two.

(Signed) J. CRAGG,
V. DEMORNELLE.
A. MAZAREAU,
*Not. Pub.*

I, Lucien Hermann, Notary Public, do hereby certify the above to be a true copy of the original certificate of protest on record in the office of Adolphe Mazareau, Notary Public, now absent.

[SEAL.] L. HERMANN,
*Not. Pub.*

*New Orleans*, November 2d, 1842.

*Protest—Note and Certificate*—Marked No. 4, Pl'ffs.

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest, Be it known, that on this fourth day of March, in the year one thousand eight hundred and forty-two, at the request of the Union Bank of Louisiana, holder of the original note whereof a true copy is on the reverse hereof written, I, Adolphe Mazareau, a Notary Public, in and for the City and Parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Union Bank of Louisiana in this city, where it is made payable, and demanded payment of its contents but was answered by the book-keeper that the same could not be paid. Whereupon I, the said Notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest as well against the drawer or maker of the said note as against all others whom it doth or may concern for all exchange, re-exchange, damages, costs, charges and interests, suffered or to be suffered, for want of payment of the said note. This done and protested in the presence of John Cragg and Victor Demornelle, witnesses. In testimony whereof I grant these presents, under my signature and the impress of my seal of office, at the City of New Orleans, on the day and year first above written.

[SEAL.] A. MAZAREAU, *Not. Pub.*

J. CRAGG,
V. DEMORNELLE.

*Note.*

$14,000 00. *Parish of Terrebonne, La.*, July 22d, 1836.

On the first of March, eighteen hundred and forty-two, I promise to pay to the order of George S. Guion, the sum of Fourteen Thousand Dollars for value received, payable and negotiable at the Union Bank of Louisiana, in New Orleans.

THOS. R. SHIELDS.

Payment secured by mortgage 27th July, 1836, *ne varietur.*

L. BARRAS, *Judge.*

The first endorser acknowledges notice at Thibodeauxville, La.
The second endorser acknowledges notice at Thibodeauxville, La.
The third endorser acknowledges notice at Natchez, Miss.

Endorsed by George S. Guion, V. P. Winder, William Bisland, R. R. Barrow.

I, the undersigned notary, do hereby certify that the parties to the note, whereof a true copy is above written, have been duly notified

of the protest thereof by letters to them by me written and addressed, dated on the day of the said protest, and served on them respectively in the manner following, viz.: The notices for George S. Guion, Thibodeauxville, Louisiana; V. P. Winder, Thibodeauxville, Louisiana; William Bisland, Natchez, Mississippi, and R. R. Barrow, Thibodeauxville, Louisiana, were put by me, notary, in the post-office of this city, on the day of said protest. In faith whereof I have hereunto signed my name, together with John Cragg and Victor Demornelle, witnesses, at New Orleans, this fourth day of March, one thousand eight hundred and forty-two.

(Signed) J. CRAGG,
V. DEMORNELLE.
A. MAZAREAU,
*Notary Public.*

I, Lucien Hermann, Notary Public, do hereby certify the above to be a true copy of the original certificate of protest on record in the office of Adolphe Mazareau, Notary Public, now absent.

[SEAL.] L. HERMANN,
*Notary Public.*

*New Orleans*, Nov. 2, 1842.

*Three Notes*—Marked (No. 4, Pl'ffs.)

$1000. *New Orleans*, July 18, 1842.

Ninety days after date, I promise to pay to my own order, one thousand dollars, for value received, (if not paid at maturity, to bear interest at the rate of ten per cent. per annum.)

JOHN V. HARRISON.

Endorsed, John V. Harrison.

$1044 72. *New Orleans*, July 18, 1844.

Ninety days after date, I promise to pay to my own order, one thousand and forty-four dollars and seventy-two cents, for value received; (if not paid at maturity, to bear interest at the rate of ten per cent. per annum.)

JOHN V. HARRISON.

Endorsed, John V. Harrison.

$2061 60. *New Orleans*, July 21, 1842.

One hundred and twenty days after date, I promise to pay to my own order, two thousand and sixty-one dollars and sixty cents, for value received; (if not paid at maturity, to bear interest at the rate of ten per cent. per annum.)

JOHN V. HARRISON.

Endorsed, John V. Harrison.

*Draft.*

$4323 88. *New Orleans*, May 12, 1841.

On the fifteenth of February next, please pay to myself or order, the sum of four thousand three hundred and twenty-three dollars and eighty-eight cents, for value received this date, and charge the same to account of yours, &c.

THOS. R. SHIELDS.

To John C. Harrison, Esq.,

Commission merchant, New Orleans.

Endorsed, May 30, 1842. Received on account of the within five hundred dollars, $500.

R. R. BARROW.

Received payment in full of the within draft, July 23, 1842.

*Protest and Note*, marked (No. 4, Pl'ffs).

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest, be it known, that on this fourth day of March, in the year one thousand eight hundred and forty-three, at the request of the Union Bank of Louisiana, holder of the original note, whereof a true copy is on the reverse hereof written, I, Adolphe Mazareau, a Notary Public, in and for the City and Parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Union Bank of Louisiana, in this city, where it is made payable, and demanded payment of its contents, but was answered by the book-keeper that the same could not be paid.

Whereupon I, the said Notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests, suffered or to be suffered for want of payment of the said note.

This done and protested in the presence of John Cragg and Joseph Octave Chalon, witnesses. In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.] A. MAZAREAU,
*Notary Public.*

J. CRAGG,
J. O. CHALON.

*Note.*

On the first of March, eighteen hundred and forty-three, I promise to pay V. Shields, or order, the sum of fourteen thousand dol-

lars, payable and negotiable at the Union Bank of Louisiana, in New Orleans, for value received, this 22d day of July, 1836.

$14,000 00. THOS. R. SHIELDS.

Payment of this note secured by mortgage of this 27th of July, 1836, *ne varietur.* L. BARRAS, *Judge.*

Endorsed: V. Shields, W. B. Shields, William Bisland, R. R. Barrow.

*Protest and Note*, marked (No. 4, Pl'ffs.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest, be it known that on this fourth day of March, in the year one thousand eight hundred and forty-three, at the request of the Union Bank of Louisiana, holder of the original note, whereof a true copy is on the reverse hereof written, I, Adolphe Mazareau, a Notary Public in and for the City and Parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Union Bank of Louisiana in this city, where it is made payable, and demanded payment of its contents, but was answered by the book-keeper that the same could not be paid. Whereupon I, the said Notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests, suffered or to be suffered for want of payment of the said note. This done and protested in the presence of John Cragg and Joseph Octave Chalon, witnesses. In testimony whereof I grant these presents, under my signature and the impress of my seal of office, at the City of New Orleans, on the day and year first above written.

[SEAL.] A. MAZAREAU, *Not. Pub.*

J. CRAGG,
J. O. CHALLON.

*Note.*

On the first of March, eighteen hundred and forty-three, I promise to pay Victoire Shields, or order, the sum of twelve thousand dollars, payable and negotiable at the Union Bank of Louisiana in New Orleans, for value received this 22d day of July, 1836.

THOS. R. SHIELDS.

Endorsed: V. Shields, W. B. Shields, William Bisland, R. R. Barrow.

*Note.* Marked (No. 4, plaintiffs.)

On the first of March, eighteen hundred and forty-four, I promise to pay Victoire Shields, or order, the sum of twelve thousand dol-

lars; payable and negotiable at the Union Bank of Louisiana, in New Orleans, for value received the 22d day of July 1836.

$12,000. THOS. R. SHIELDS.

The first endorser acknowledges notice at Natchez, Mississippi.
The second endorser acknowledges notice at Thibodeauxville, La.
The third endorser acknowledges notice at Natchez, Miss.

Endorsed, V. Shields, W. B. Shields, William Bisland, R. R. Barrow.

Payment of this note secured by mortgage, 27th July, 1836, *ne varietur.*

L. BARRAS, *Judge.*

*Note.* Marked (No. 4, plaintiffs.)

On the first of March, eighteen hundred and forty-four, I promise to pay Vietoire Shields, or order, the sum of fourteen thousand dollars, payable and negotiable at the Union Bank of Louisiana, in New Orleans, for value received, this 22d day of July, 1836.

$14,000. THOS. R. SHIELDS.

The first endorser acknowledges notice at Natchez, Miss.
The second endorser acknowledges notice at Thibodeauxville, La.
The third endorser acknowledges notice at Natchez, Miss.

Endorsed, V. Shields, W. B. Shields, William Bisland, R. R. Barrow.

Payment of this note secured by mortgage, 27th July, 1836, *ne varietur.*

L. BARRAS, *Judge.*

STATE OF LOUISIANA,
*Parish of Terrebonne:*

Be it remembered that on this the ninth day of November, in the year one thousand eight hundred and forty-two, the sixty-seventh of the Independence of the United States of America—

Before me, Leufroy Barras, Judge for the Parish of Terrebonne, and ex-officio a notary public in the same, duly commissioned and sworn, in presence of the witnesses hereinafter named and undersigned—

Personally came and appeared Messrs. Robert R. Barrow, of this parish, of one part, Thomas R. Shields, also of this parish, of the second part; and Mrs. Victoire Shields, William B. Shields, of this parish, William Bisland, of Adams County, State of Mississippi, said Mrs. Shields also of the same county and State, George S. Guion, of Lafourche Interior, Richard G. Ellis, of this parish, and Van P. Winder, of this parish, of the third part; which parties

have covenanted and agreed as follows, to wit: Mr. Robert R. Barrow for the consideration hereinafter specified, agrees to cancel the sale passed in this office on the twenty-seventh day of July, eighteen hundred and thirty-six, recorded under Number 1956, in book G, by which he sold unto the said Thomas R. Shields certain property therein described, and to take back the property, to wit: a sugar plantation and a cotton plantation, with all the slaves he sold as well as their increase, all the crop of this year manufactured and standing in the fields, corn, hay, fodder, horses, mules, oxen, stock of all sort, farming utensils of all description, and finally all that belongs to said plantations, the whole of it as it now stands, and to take possession of the whole of it immediately; and the said Barrow agrees to release and discharge all the parties hereto of all responsibility as purchaser or endorser; that is to say, to give up to Thomas R. Shields all the notes now unpaid, which had been given for the consideration of the aforesaid sale of the 27th day of July, 1836, and to dismiss the suit instituted by him in this parish, against the said Thomas R. Shields and William Bisland, and this as soon as a legal transfer of all the said property can be made to him either by seizure in the name of said Barrow or otherwise if practicable.

The said Thomas R. Shields, on his part, promises to deliver immediately to the said R. R. Barrow, all the aforementioned property, and to sign any transfer or retrocession, if necessary, at any time.

Now the consideration of this contract is the sum of thirty-two thousand dollars, which the parties of the third part obligate themselves to pay to the said Barrow, in the following manner, and the following proportion, to wit: The said William Bisland pays ten thousand dollars in two equal instalments, the first in March next, and the other in March following, for which sum the said William Bisland made his two promissory notes, endorsed by John P. Watson, and payable at the office of the Louisiana Bank in New Orleans. The said R. G. Ellis six thousand nine hundred and sixty-six dollars and sixty-six cents, on two notes endorsed by Wm. Bisland. The said George S. Guion two thousand seven hundred and fifty dollars on two notes endorsed by Van P. Winder. The said Van P. Winder two thousand seven hundred and fifty dollars on two notes endorsed by George S. Guion. The said Wm. B. Shields four thousand seven hundred and sixty-six dollars and sixty-six cents on two notes endorsed by Mrs. Victoire Shields, and finally Mrs. Victoire Shields the same amount on two notes payable as aforesaid at the office of the Louisiana Bank in New Orleans, which notes were deposited in this office by the parties, to be by me, said judge, delivered unto the said R. R. Barrow, as soon as he will have acquired a title to the property aforesaid, and will have gave up the aforesaid notes and released completely the parties to this act of all responsibilities as endorsers of Thomas R. Shields, and him, said Shields, as purchaser and drawer of said notes. It is understood by the parties that the suit above-mentioned of said Barrow *vs.* Bisland and Shields, is to

be dismissed as soon as the said Barrow will take possession of the said property. The said Barrow binds himself to use all reasonable dispatch to procure the same title to the said property, as he had at the time he sold to Thomas R. Shields.

A negro woman named Liza, which the said Thomas R. Shields obtained in exchange of a negro man purchased of said Barrow, will be returned to the said Barrow in place of said man.

It is agreed that the parties of the second and third part will pay all the expenses of the plantation for the current year up to this time.

It is agreed by the parties of the second part, that the party of the first part will take the sugar-cane growing on the tract purchased by said party of the second part from P. B. Roussel this season.

In testimony whereof, the parties have signed, of Messrs. Joachin Porche & Jn. Bte. Bondraux, witnesses, who have signed with the parties and me, said judge.

Original signed,

R. R. Barrow, Thomas R. Shields, Wm. Bisland, R. G. Ellis, V. P. Winder, George S. Guion, Victoire Shields, W. B. Shields, J. Porche, J. B. Bondrau.

L. BARRAS, *Judge.*

I certify the foregoing a true copy of the original act extant in my office. Witness my hand and seal of office, this the [SEAL.] tenth day of November, A. D. 1842.

L. BARRAS, *Judge.*

Endorsed, "No. 5, Pl'ff. Off'd in ev'e by Pl'ff 3 Nov. 1852.
J. W. GURLEY, *Clerk.*"

*Protest and Note,* marked No. 6, Pl'ff.

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest be it known that, on this third day of April, in the year one thousand eight hundred and forty-four, at the request of W. E. Leverich, Esq., cashier of the Bank of Louisiana, holder of the original note, whereof a true copy is on the reverse hereof written, I, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn by my deputy, Wm. G. Latham, presented the said note to the proper book-keeper, at the Bank of Louisiana, in this city, where the same is made payable, and demanded payment thereof, and was answered that no funds had been deposited there to pay the same. Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange,

re-exchange, damages, costs, charges, and interests suffered, or to be suffered, for want of payment of the said note. Thus done and protested, in the presence of W. G. Latham and W. H. Christy, witnesses. In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.] WM. CHRISTY,
*Notary Public.*

*Note.*

$1375. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March, 1844, I promise to pay to the order of V. P. Winder, thirteen hundred and seventy-five dollars, value received, payable at the Bank of Louisiana, with interest at ten per cent. from maturity till paid.

GEORGE S. GUION.

Endorsed, V. P. Winder.

DUNCAN N. HENNEN,
*Clerk U. S. Circuit Court.*

"Brought into Court by order of this date, and filed in evidence by plaintiff, 3d Nov. 1852.

J. W. GURLEY, *Clerk.*"

*Protest and Note.* Marked (No. 6, Pl'ff.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest, be it known that, on this third day of April, in the year one thousand eight hundred and forty-four, at the request of W. E. Leverich, Esq., cashier of the Bank of Louisiana, and holder of the original note, whereof a true copy is on the reverse hereof written, I, William Christy, notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn by my deputy, William G. Latham, presented the said note to the proper bookkeeper at the Bank of Louisiana, in this city, where the same is made payable, and demanded payment thereof, and was answered that no funds had been deposited there to pay the same: whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest as well against the drawer or maker of the said notes as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered, or to be suffered for want of payment of the said note. This done and protested in the presence of W. G. Latham and W. H. Christy, witnesses.

In testimony whereof, I grant these presents under my signature

and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.] WM. CHRISTY,
*Notary Public.*

*Note.*

$3483 33⅓. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March, eighteen hundred and forty-four, I promise to pay to William Bisland or order the sum of three thousand, four hundred and eighty-three $\frac{33}{100}$ dollars, for full value received, payable at the Bank of Louisiana, in New Orleans, with ten per cent. interest from maturity till paid.

R. G. ELLIS.

Endorsed, William Bisland.

DUNCAN N. HENNEN,
*Cl'k U. S. Circuit Court.*

Brought into court by order of this date and filed in evidence by plaintiff, 3d November, 1852.

J. W. GURLEY, *Clerk.*

*Protest and Note.* Marked (No. 6, Pl'ff.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest, be it known, that on this third day of April, in the year one thousand eight hundred and forty-four, at the request of William E. Leverich, Esq., cashier of the Bank of Louisiana, and holder of the original note, whereof a true copy is on the reverse hereof written, I, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn by my deputy, William G. Latham, presented the said note to the proper book-keeper at the Bank of Louisiana, in this city, where the same is made payable, and demanded payment thereof, and was answered that no funds had been deposited there to pay the same: whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests, suffered or to be suffered for want of payment of the said note. This done and protested in the presence of W. G. Latham and W. H. Christy, witnesses.

In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.] WM. CHRISTY,
*Notary Public.*

*Note.*

$2383 33¼. *Terrebonne*, Nov. 9th, 1842.

In all the month of March, eighteen hundred and forty-four, I promise to pay William B. Shields or order the sum of two thousand three hundred and eighty-three $\frac{33}{100}$ dollars, for value received, payable at the Bank of Louisiana, in New Orleans, with ten per cent. interest from maturity until paid.

VICTOIRE SHIELDS.

Endorsed, W. B. Shields.

DUNCAN N. HENNEN,
*Cl'k U. S. Circuit Court.*

Brought into court by order of this date, and filed in evidence by plaintiff, 3d November, 1852.

J. W. GURLEY, *Clerk.*

*Protest and Note.* Marked (No. 6 Pl'ffs.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

Be it known, that on this third day of April, in the year one thousand eight hundred and forty-four, at the request of W. E. Leverich, Esq., cashier of the Bank of Louisiana, and holder of the original note, whereof a true copy is on the reverse hereof written, I, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn by my deputy, William G. Latham, presented the said note to the proper book-keeper at the Bank of Louisiana, in this city, where the same is made payable, and demanded payment thereof, and was answered that no funds had been deposited there to pay the same. Whereupon I, the said Notary, at the request aforesaid, did protest, (and by these presents do publicly and solemnly protest) (Interlineation approved. J. W. Gurley, Clerk. By W. Cornelius, Deputy Clerk,) as well against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of payment of the said note. This done and protested in the presence of W. G. Latham and W. H. Christy, witnesses.

In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.]

WM. CHRISTY,
*Notary Public.*

*Note.*

$1375. *Terrebonne, La.*, Nov. 9th, 1842.

In all the month of March, 1844, I promise to pay to the order of George S. Guion, thirteen hundred and seventy-five dollars, value received, payable at the Bank of Louisiana, with interest at ten per cent. from maturity till paid.

V. P. WINDER.

Endorsed, George S. Guion.

DUNCAN N. HENNEN,
*Clerk U. S. Circuit Court.*

(No. 6, Pl'ffs) brought into court by order of this date, and filed in evidence by pl'ff 3d November, 1852.

J. W. GURLEY, *Clerk.*

*Protest and Note.* Marked (No. 6 Pl'ffs.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest be it known, that on this third day of April, in the year one thousand eight hundred and forty-four, at the request of W. G. Leverich, Esq., cashier of the Bank of Louisiana, and holder of the original note, whereof a true copy is on the reverse hereof written, I, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn by my deputy, William G. Latham, presented the said note to the proper book-keeper at the Bank of Louisiana, in this city, where the same is made payable, and demanded payment thereof, and was answered that no funds had been deposited there to pay the same. Whereupon I, the said Notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges and interests, suffered or to be suffered for want of payment of the said note. This done and protested in the presence of W. G. Latham and W. H. Christy, witnesses. In testimony whereof, I grant these presents under my signature, and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.] WM. CHRISTY, *Notary Public.*

*Note.*

$2383 33⅓. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March, eighteen hundred and forty-four, I promise to pay to Victoire Shields, or order, the sum of two thousand

three hundred and eighty-three dollars and thirty-three and one-third cents, for value received, payable at the Bank of Louisiana in New Orleans, with ten per cent. interest from maturity till paid.

W. B. SHIELDS.

Endorsed, Victoire Shields.

DUNCAN N. HENNEN,
*Clerk U. S. Circuit Court.*

(No. 6, Pl'ffs.) Brought into court by order of this date, and filed in evidence by pl'ff 3d Nov. 1852.

J. W. GURLEY, *Clerk.*

*Protest and Note.* Marked (No. 6, Pl'ffs.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

Be it known that, on this third day of April, in the year one thousand eight hundred and forty-four, at the request of Wm. E. Leverich, Esq., cashier of the Bank of Louisiana and holder of the original note, whereof a true copy is on the reverse hereof written, I, William Christy, a notary public, in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn by my deputy, W. G. Latham, presented the said note to the proper book-keeper at the Bank of Louisiana, in this city, where the same is made payable, and demanded payment thereof, and was answered that no funds had been deposited there to pay the same. Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest as well against the drawer or maker of the said notes as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of payment of the said note. This done and protested in the presence of W. G. Latham and W. H. Christy, witnesses. In testimony whereof, I grant these presents under my signature, and the impress of my seal of office at the city of New Orleans on the day and year first above written.

WM. CHRISTY,
*Notary Public.*

*Note.*

$5,000. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March, 1844, I promise to pay to the order of John P. Watson, five thousand dollars, value received, payable at the Bank of Louisiana, with interest at ten per cent. from maturity till paid.

WILLIAM BISLAND.

Endorsed: JOHN P. WATSON.

DUNCAN N. HENNEN,
*Clerk U. S. Circuit Court.*

(No. 6, Pl'ffs.) Brought into court by order of this date and filed in evidence by pl'ff, 3d Nov., 1852.

J. W. GURLEY, *Cl'k.*

*Protest, Note, and Certificate.* Marked (No. 6, Pl'ffs.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

Be it known that, on this third day of April, in the year one thousand eight hundred and forty-three (1843), at the request of the Hon. L. Barras, parish judge of Terrebonne, holder of the original note, whereof a true copy is on the reverse hereof written, I, Adolphe Mazareau, a notary public, in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Bank of Louisiana, in this city, where it is made payable, and demanded payment of its contents, but was answered by the book-keepers, Messieurs Simmons & Vessignier, that the same could not be paid. Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest as well against the drawer or maker of said note as against all others whom it doth or may concern for all exchange, re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of payment of the said note. This done and protested in the presence of John Cragg and J. Reynes, witnesses. In testimony whereof, I grant these presents under my signature, and the impress of my seal of office at the city of New Orleans on the day and year first above written.

[SEAL.] A. MAZAREAU, *Not. Pub.*

REYNES,
J. CRAGG,

*Note.*

$5,000. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March next I promise to pay to the order of John P. Watson five thousand dollars, value received, payable at the Bank of Louisiana, with interest at ten per cent. from maturity till paid.

WILLIAM BISLAND.

Endorsed: JOHN P. WATSON.

*Certificate.*

I, the undersigned notary, do hereby certify that the parties to the note, whereof a true copy is above written, have been duly notified of the protest thereof by letters to them by me written and addressed, dated on the day of said protest, and served on them

respectively, in the manner following, viz: The notice directed to William Bisland, Natchez, Adams County, Mississippi; John P. Watson, Natchez, Adams County, Mississippi; again, John P. Watson, Houma, parish of Terrebonne, Louisiana, by information obtained from R. R. Barrow, were put by me, notary, in the post-office of this city immediately after said protest. In testimony whereof, I have hereunto signed my name, together with John Cragg and Joseph Reynes, witnesses, at New Orleans, this third day of April, eighteen hundred and forty-three. The original is signed J. Cragg, Reynes.

A. MAZAREAU, *Not. Pub.*

I certify the foregoing to be a true copy of the original protest and certificate of the delivery of notices of record in my office. New Orleans, 3d, 1843.

[SEAL.] A. MAZAREAU, *Not. Pub.*

Endorsed:

(No. 6, Pl'ffs.) Filed in evidence by pl'ff. 3d Nov. 1852.
J. W. GURLEY, *Cl'k.*

*Protest, Note, and Certificate.* Marked (No. 6, Pl'ffs.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest be it known, that on this third day of April, in the year one thousand eight hundred and forty-three, at the request of the Honorable L. Barras, Parish Judge of Terrebonne, holder of the original note whereof a true copy is on the reverse hereof written, I, Adolphe Mazareau, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Bank of Louisiana, in this city, where it is made payable, and demanded payment of its contents, but was answered by the book-keepers, Messrs. Simmons and Visignier, that the same could not be paid: Whereupon I, the said notary, at the request aforesaid did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests, suffered or to be suffered for want of payment of the said note. This done and protested in the presence of John Cragg and J. Reynes, witnesses. In testimony thereof, I grant these presents under my signature, and the impress of my seal of office at the city of New Orleans, on the day and year first above written.

A. MAZAREAU, *Not. Pub.*

REYNES,
J. CRAGG.

*Note.*

$3483 33⅓. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March, eighteen hundred and forty-three, I promise to pay to W. Bisland, or order, the sum of three thousand four hundred and eighty-three dollars and thirty-three one-third cents, for value received, payable at the Bank of Louisiana in New Orleans, with ten per cent. interest from maturity till paid.

R. G. ELLIS.

Endorsed, William Bisland.

I, the undersigned notary, do hereby certify, that the parties to the note whereof a true copy is above written, have been duly notified of the protest thereof by letters to them by me written and addressed, dated on the day of said protest, and served on them respectively in the manner following, viz.: The notices directed to R. G. Ellis, Parish of Terrebonne, Louisiana, against R. G. Ellis, Thibodeauxville, Lafourche Interior, Louisiana, and Wm. Bisland, Natchez, Adams County, Mississippi, by information obtained from R. R. Barrow, were put by me, notary, in the post-office of this city immediately after the said protest. In faith whereof, I have hereunto signed my name, together with John Cragg and Joseph Reynes, witnesses, at New Orleans, this third day of April, one thousand eight hundred and forty-three.

The original is signed: A. MAZAREAU,
J. CRAGG, *Notary Public.*
REYNES.

I certify the foregoing to be a true copy of the original protest and certificate of the delivery of notices of record in my office, New Orleans, 3d April, 1843.

[SEAL.] A. MAZAREAU,
*Notary Public.*

Endorsed, "Offered in evidence by Pl'ff 3d Nov. 1852.
J. W. GURLEY, *Clerk.*"

*Protest, Note, and Certificate.* Marked (No. 6, Pl'ffs.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest, be it known: That on this third day of April, in the year one thousand eight hundred and forty-three, at the request of the Honorable L. Barras, Parish Judge of Terrebonne, holder of the original note, whereof a true copy is on the reverse hereof written, I, Adolphe Mazareau, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Bank of Louisiana, in this city, where it is made payable, and demanded payment of its contents, but was answered by the book-

keepers, Messrs. Simmons and Visignier, the same could not be paid. Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges and interests suffered or to be suffered for want of payment of the said note. This done and protested in the presence of John Cragg and J. Reynes, witnesses: In testimony whereof, I grant these presents under my signature, and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.] A. MAZAREAU, *Not. Pub.*

REYNES,
J. CRAGG.

*Note.*

$1375. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March next I promise to pay to the order of V. P. Winder, thirteen hundred and seventy-five dollars, value received, payable at the Bank of Louisiana, with interest at (10) ten per cent. after maturity till paid.

GEORGE S. GUION.

Endorsed: V. P. Winder.

I, the undersigned notary, do hereby certify that the parties to the note, whereof a true copy is above written, have been duly notified of the protest thereof, by letters to them by me written and addressed, dated on the day of said protest, and served on them respectively, in the manner following, viz: the notices directed to George S. Guion, Thibodeauxville, Lafourche Interior, Louisiana, and V. P. Winder, Houma, Parish of Terrebonne, Louisiana, by information obtained from R. R. Barrow, were put by me, notary, in the post-office of this city, immediately after said protest. In faith whereof, I have hereunto signed my name, together with John Cragg and Joseph Reynes, witnesses, at New Orleans, this third day of April, eighteen hundred and forty-three.

The orginal is signed:

A. MAZAREAU,
*Not. Pub.*

J. CRAGG,
REYNES.

I certify the foregoing to be a true copy of the original protest and certificate of the delivery of notices of record in my office. New Orleans, 3d April, 1842.

(SEAL.) A. MAZAREAU,
*Not. Pub.*

Endorsed: "(No. 6, Pl'ffs.) Offered in evidence by pl'ff 3d Nov. 1852. J. W. GURLEY, *Cl'k.*"

*Protest, Note, and Certificate.* Marked (No. 6, Pl'ffs.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest, be it known, that on this third day of April, in the year one thousand eight hundred and forty-three, at the request of the honorable L. Barras, Parish Judge of Terrebonne, holder of the original note, whereof a true copy is on the reverse hereof written, I, Adolphe Mazareau, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Bank of Louisiana, in this city, where it is made payable, and demanded payment of its contents, but was answered by the book-keepers, Messrs. Simmons and Visignier, that the same could not be paid. Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests, suffered or to be suffered for want of payment of the said note. This done and protested in the presence of John Cragg and J. Reynes, witnesses. In testimony whereof I grant these presents, under my signature and the impress of my seal of office, at the city of New Orleans on the day and year first above written.

A. MAZAREAU, *Not. Pub.*

REYNES.
J. CRAGG.

*Note.*

$1375. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March next, I promise to pay to the order of George S. Guion, thirteen hundred and seventy-five dollars, value received, payable at the Bank of Louisiana, with interest at ten per cent. from maturity till paid.

V. P. WINDER.

Endorsed: "George S. Guion."

I, the undersigned notary, do hereby certify, that the parties to the note whereof a true copy is above written, have been duly notified of the protest thereof, by letters to them by me written and addressed, dated on the day of said protest, and served on them respectively, in the manner following, viz: The notices directed to V. P. Winder, Houma, Parish of Terrebonne, Louisiana, and George S. Guion, Thibodeauxville, Lafourche Interior, Louisiana, by information obtained from R. R. Barrow, were put by me, notary, in the post-office of this city immediately after said protest. In faith whereof, I have hereunto signed my name, together with John Cragg and Joseph Reynes, witnesses, at New Orleans, this third day of April, eighteen hundred and forty-three.

The original is signed:

J. CRAGG,
REYNES.

A. MAZAREAU,
*Notary Public.*

I certify the foregoing to be a true copy of the original protest and certificate of the delivery of notices of record in my office, New Orleans, 3d of April, 1843.

[SEAL.] A. MAZAREAU,
*Notary Public.*
J. W. GURLEY, *Clerk.*

Endorsed, Off. in ev. by pl'ff 3d Nov., 1852.

*Protest, Note, and Certificate.* Marked (No. 6, Pl'ffs.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest, be it known, that on this third day of April, in the year one thousand eight hundred and forty-three, at the request of the Honorable L. Barras, Parish Judge of Terrebonne, holder of the original note, whereof a true copy is in the reverse hereof written, I, Adolphe Mazareau, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Bank of Louisiana, in this city, where it is made payable, and demanded payment of its contents; but was answered by the book-keepers, Messieurs Simmons and Visignier, that the same could not be paid. Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interest suffered or to be suffered for want of payment of the said note.

This done and protested in the presence of John Cragg and J. Reynes, witnesses. In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

A. MAZAREAU,
*Notary Public.*

REYNES,
J. CRAGG.

*Note.*

$2,383 33⅓. *Terrebonne, La.*, Nov. 9th, 1842.

In all the month of March, eighteen hundred and forty-three, I promise to pay to Victoire Shields, or order, the sum of two thousand three hundred and eighty-three dollars 33⅓ cts. for value received, payable at the Bank of Louisiana, in New Orleans, with ten per cent. interest from maturity till paid.

W. B. SHIELDS.

Endorsed, "Victoire Shields."

I, the undersigned notary, do hereby certify that the parties to the note, whereof a true copy is above written, have been duly notified of the protest thereof, by letters to them by me written and addressed, dated on the day of said protest, and served on them respectively, in the manner following, viz: the notices directed to W. B. Shields, Houma, Parish of Terrebonne, Louisiana; Victoire Shields, Natchez, Adams County, Mississippi, by information obtained from R. R. Barrow, were put by me, notary, in the post-office of this city immediately after said protest. In faith whereof, I have hereunto signed my name, together with John Cragg and Joseph Reynes, witnesses, at New Orleans, this third day of April, eighteen hundred and forty-three.

The original is signed—

A. MAZAREAU,
*Not. Pub.*

REYNES,
J. CRAGG.

I certify the foregoing to be a true copy of the original protest and certificate of the delivery of notices of record in my office. New Orleans, 3d April, 1843.

[SEAL.] A. MAZAREAU,
*Not. Pub.*

Endorsed, Off. in ev. by pl'ff 3d Nov., 1852.
J. W. GURLEY,
*Clerk.*

*Protest, Note, and Certificate.* (Marked No. 6, Pl'ff.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest be it known, that on the third day of April, in the year one thousand eight hundred and forty-three, at the request of the Honorable L. Barras, Parish Judge of Terrebonne, holder of the original note, whereof a true copy is in the reverse hereof written, I, Adolphe Mazareau, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Bank of Louisiana, in this city, where it is made payable, and demanded payment of its contents; but was answered by the book-keepers, Messieurs Simmons and Visignier, that the same could not be paid. Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of payment of the said note.

This done and protested in the presence of John Cragg and J. Reynes, witnesses. In testimony whereof, I grant these presents

under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.] A. MAZAREAU,
*Not. Pub.*

REYNES,
J. CRAGG.

*Note.*

$2383 33⅓ *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March, eighteen hundred and forty-three, I promise to pay William B. Shields or order, the sum of two thousand three hundred and eighty-three dollars and thirty-three and one-third cents, for value received, payable at the Bank of Louisiana in New Orleans, with ten per cent. per annum interest, from maturity till paid.

VICTOIRE SHIELDS.

Endorsed, W. B. Shields.

I, the undersigned notary, do hereby certify that the parties to the note whereof a true copy is above written, have been duly notified of the protest thereof by letters to them by me written and addressed, dated on the day of said protest and served on them respectively in the manner following, viz: the notices directed to Victoire Shields, Natchez, Adams County, Mississippi, and W. B. Shields, Houma, Parish of Terrebonne, Louisiana, by information obtained from R. R. Barrow, were put by me, notary, in the post-office of this city immediately after said protest. In faith whereof I have hereunto signed my name, together with John Cragg and Joseph Reynes, witnesses, at New Orleans, this third day of April, one thousand eight hundred and forty-three.

The original is signed: A. MAZAREAU,
J. CRAGG, *Not. Pub.*
REYNES.

I certify the foregoing to be a true copy of the original protest and certificate of the delivery of notices of record in my office. New Orleans, 3d April, 1843.

[SEAL.] A. MAZAREAU, *Not. Pub.*

Endorsed, offered in evidence by plaintiff, 3d Nov. 1852.
J. W. GURLEY, *Clerk.*

*Protest, Note, and Certificate.* Marked (No. 6, plaintiff.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest be it known, that on this third day of April, in the year one thousand eight hundred and

forty-four, at the request of Wm. E. Leverich, Esq., cashier of the Bank of Louisiana, and holder of the original note whereof a true copy is on the reverse hereof written, I, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana, aforesaid, duly commissioned and sworn by my deputy, W. G. Latham, presented the said note to the proper book-keeper, at the Bank of Louisiana, in this city, where the same is made payable, and demanded payment thereof, and was answered that no funds had been deposited there to pay the same: whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, or re-exchange, damages, costs, charges and interest, suffered or to be suffered for want of payment of the said note. This done and protested in the presence of W. G. Latham and W. H. Christy, witnesses. In testimony whereof, I grant these presents under my signature, and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

WM. CHRISTY,
*Notary Public.*

(Signed) W. G. LATHAM,
W. H. CHRISTY.

*Note.*

$1375. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March, 1844, I promise to pay to the order of V. P. Winder, thirteen hundred and seventy-five dollars, value received, payable at the Bank of Louisiana, with interest at ten per cent. from maturity till paid.

GEORGE S. GUION.

Endorsed, V. P. Winder.

DUNCAN N. HENNEN,
*Clerk U. S. Circuit Court.*

I, the undersigned notary, do hereby certify that the parties to the note whereof a true copy is embodied in the accompanying act of protest, have been duly notified of the protest thereof by letters to them by me written and addressed, dated on the day of said protest and served on them respectively this day, in the manner following, viz: by directing one to V. P. Winder, at Houma, Parish of Terrebonne, La., and depositing it in the post-office in this city on the same day of said protest, and by delivering the same for Duncan N. Hennen, to himself, on the day and date below written by my deputy W. G. Latham. In faith whereof, I hereunto sign my name, together with W. G. Latham and W. H. Christy, witnesses, at New Orleans, this 4th day of April, eighteen hundred and forty-four.

WM. CHRISTY, *Notary Public.*

(Signed) W. G. LATHAM,
W. H. CHRISTY.

I hereby certify the foregoing to be a true and correct copy of the original act of protest, note, and memorandum of the manner in which the notices of protest were served, as fully and completely as the same appears on record in the notarial register of Wm. Christy, Esq., late a notary in this city, my predecessor in office. In faith whereof I grant these presents under my signature and the impress of my seal of office, at New Orleans, this 2d day of November, 1852.

[SEAL.] THEODORE O. STARK, *Notary Public.*

Endorsed, Filed in ev. by pl'ff 3d Nov. 1852.

G. W. GURLEY, *Clerk.*

*Protest, Note, and Certificate.* Marked (No. 6, Pl'ffs.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest, be it known that, on the third day of April, in the year one thousand eight hundred and forty-four, at the request of William E. Leverich, Esq., cashier of the Bank of Louisiana, and holder of the original note, whereof a true copy is on the reverse hereof written, I, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn by my deputy, Wm. G. Latham, I presented the said note to the proper book-keeper, at the Bank of Louisiana, in this city, where the same is made payable, and demanded payment thereof, and was answered that no funds had been deposited there to pay the same. Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange or re-exchange, damages, costs, charges, and interest, suffered or to be suffered for want of payment of the said note. This done and protested, in the presence of W. G. Latham and W. H. Christy, witnesses. In witness whereof I grant these presents, under my signature and the impress of my seal of office, at the city of New Orleans, in the day and year first above written.

WM. CHRISTY, *Notary Public.*

(Signed) W. G. LATHAM,
W. H. CHRISTY.

*Note.*

$5000. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March, 1844, I promise to pay to the order of John P. Watson, five thousand dollars, value received, payable at the

Bank of Louisiana, with interest at ten per cent. from maturity till paid.

WILLIAM BISLAND.

Endorsed, John P. Watson.

DUNCAN N. HENNEN,
*Clerk U. S. Circuit Court.*

I, the undersigned notary, do hereby certify that the parties to the notes, whereof a true copy is embodied in the accompanying act of protest, have been duly notified of the protest thereof, by letters to them by me written and addressed, dated on the day of said protest, and served on them respectively this day, in the manner following, viz.: by directing one to John P. Watson, at Houma, parish of Terrebonne, La., and a duplicate to him at Natchez, Miss., and depositing them in the post-office in this city, on the same day of said protest, and by delivering the one for Duncan N. Hennen to himself, on the day and date below written by my deputy, W. G. Latham. In faith whereof I hereunto sign my name, together with W. G. Latham and W. H. Christy, witnesses, at New Orleans, this 4th day of April, eighteen hundred and forty-four.

WM. CHRISTY,
*Notary Public.*

(Signed) W. G. LATHAM,
W. H. CHRISTY.

I hereby certify the foregoing to be a true and correct copy of the original act of protest, note, and memorandum, of the manner in which the notices of protest were served, as fully and completely as the same appears on record, in the notarial register of Wm. Christy, Esq., late a notary public in this city—my predecessor in office. In faith whereof I grant these presents under my signature, and the impress of my seal of office, at New Orleans, this 2d November, 1852.

[SEAL.] THEODORE O. STARK,
*Notary Public.*

Endorsed, Filed in evidence by pl'ff 3d Nov. 1852.
J. W. GURLEY, *Clerk.*

*Protest, Note, and Certificate.* Marked (No. 6, Pl'ff.)

UNITED STATES OF AMERICA.
*State of Louisiana:*

By this public instrument of protest be it known, that on this third day of April, in the year one thousand eight hundred and forty-four, at the request of Wm. E. Leverich, Esq., cashier of the Bank of Louisiana, and holder of the original note, whereof a true copy is on the reverse hereof written, I, William Christy, a notary

public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn by my deputy, W. G. Latham, presented the said note to the proper book-keeper at the Bank of Louisiana in this city, where the same is made payable, and demanded payment thereof, and was answered that no funds had been deposited there to pay the same: whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges and interest suffered, or to be suffered for want of payment of said note. Thus done and protested in the presence of W. G. Latham and W. H. Christy, witnesses.

In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

WM. CHRISTY,
*Notary Public.*

(Signed) W. G. LATHAM,
W. H. CHRISTY.

*Note.*

$2383 33⅓. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March, eighteen hundred and forty-four, I promise to pay to Victoire Shields, or order, the sum of two thousand three hundred and eighty-three dollars and thirty-three and a third cents, for value received, payable at the Bank of Louisiana, at New Orleans, with ten per cent. interest from maturity till paid.

W. B. SHIELDS.

Endorsed, Victoire Shields.

DUNCAN N. HENNEN,
*Clerk U. S. Circuit Court.*

I, the undersigned notary, do hereby certify that the parties to the note, whereof a true copy is embodied in the accompanying act of protest, have been duly notified of the protest thereof, by letters to them by me written and addressed, dated on the day of said protest, and served on them respectively this day in the manner following, viz: By directing one to Victoire Shields at Church Hill post-office, Jefferson County, Mississippi, and a duplicate at Natchez, Mississippi, and depositing them in the post-office in this city on the same day of this protest, and by delivering the one for Duncan N. Hennen to himself, on the day and date below written by my deputy, W. G. Latham. In faith whereof I hereunto sign my name, together with

W. G. Latham and W. H. Christy, witnesses, at New Orleans this 4th day of April, eighteen hundred and forty-four.

WM. CHRISTY,
*Notary Public.*

(Signed) W. G. LATHAM,
W. H. CHRISTY.

I hereby certify the foregoing to be a true and correct copy of the original act of protest, note and memorandum, of the manner in which the notices of protest were served as fully and completely as the same appears on record in the Notarial Register of William Christy, Esq., late a notary in this city, my predecessor in office. In faith whereof, I grant these presents under my signature and the impress of my seal of office at New Orleans, this 3d day of November, 1852.

[SEAL.] THEODORE O. STARK,
*Not. Pub.*

Endorsed, "Filed in ev. by pl'ff 3d Nov. 1852.
(No. 6, Pl'ffs.) J. W. GURLEY, *Clerk.*

*Protest, Note, and Certificate.* Marked (No. 6, Pl'ffs.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest be it known, that on this third day of April, in the year one thousand eight hundred and forty-four, at the request of Wm. E. Leverich, Esq., cashier of the Bank of Louisiana, and holder of the original note whereof a true copy is on the reverse hereof written, I, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn by my deputy, W. G. Latham, presented the said note to the proper book-keeper at the Bank of Louisiana in this city, where the same is made payable, and demanded payment thereof, and was answered that no funds had been deposited there to pay the same. Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest as well against the drawer or maker of the said note as against all others whom it doth or may concern for all exchange or re-exchange, damages, costs, charges and interest, suffered or to be suffered for want of payment of the said note. Thus done and protested in the presence of W. G. Latham and W. H. Christy, witnesses. In testimony whereof, I grant these presents under my signature and the impress of my seal of office at the city of New Orleans on the day and year first above written.

WM. CHRISTY,
*Notary Public.*

(Signed) W. G. LATHAM,
W. H. CHRISTY.

*Note.*

$1375. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March, 1844, I promise to pay to the order of George S. Guion, thirteen hundred and seventy-five dollars, value rec'd, payable at the Bank of Louisiana, with interest at ten per cent. from maturity till paid.

V. P. WINDER.

Endorsed, George S. Guion.

DUNCAN N. HENNEN,
*Clerk U. S. Circuit Court.*

I, the undersigned notary, do, hereby certify that the parties to the note whereof a true copy is embodied in the accompanying act of protest, have been duly notified of the protest thereof by letters to them by me written and addressed, dated on the day of said protest and served on them respectively this day in the manner following, viz: By directing one to George S. Guion, at Thibodeauxville, Lafourche Interior, La., and depositing it in the post-office in this city on the same day of said protest; and by delivering the one for Duncan N. Hennen, to himself on the day and date below written by my deputy, W. G. Latham. In faith whereof, I hereunto sign my name, together with W. G. Latham and W. H. Christy, witnesses, at New Orleans, this 4th day of April, eighteen hundred and forty-four.

WM. CHRISTY,
*Notary Public.*

(Signed) W. G. LATHAM,
W. H. CHRISTY.

I hereby certify the foregoing to be a true and correct copy of the original act of protest, note, and memorandum, of the manner in which the notices of protest were served as fully and completely as the same appears on record in the Notarial Register of William Christy, Esq., late a notary in this city—my predecessor in office. In faith whereof, I grant these presents under my signature and the impress of my seal of office at New Orleans, this 4th November, 1852.

[SEAL.] THEODORE O. STARK,
*Notary Public.*

Endorsed, Filed in ev. by pl'ff 3d Nov. 1852.
(No. 6, Pl'ffs.) J. W. GURLEY, *Cl'k.*

*Protest, Note, and Certificate.* Marked (No. 6, Pl'ffs.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest be it known, that on the

third day of April, in the year one thousand eight hundred and forty-four, at the request of Wm. E. Leverich, Esq., cashier of the Bank of Louisiana, and holder of the original note, whereof a true copy is on the reverse hereof written, I, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana, aforesaid, duly commissioned and sworn by my deputy, W. G. Latham, presented the said note to the proper book-keeper at the Bank of Louisiana, in this city, where the same is made payable, and demanded payment thereof, and was answered that no funds had been deposited there to pay the same. Whereupon I, the said notary, at the request aforesaid, did protest and by these presents do publicly and solemnly protest as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, or re-exchange, damages, costs, charges, and interests, suffered or to be suffered for want of payment of the said note. This done and protested in the presence of W. G. Latham and W. H. Christy, witnesses. In testimony whereof, I grant these presents under my signature, and the impress of my seal of office, at the city of New Orleans, on the day and year first above written. In testimony whereof I grant these presents under my signature, and the impress of my seal of office at the city of New Orleans, on the day and year first above written.

WILLIAM CHRISTY,
*Notary Public.*

(Signed) W. G. LATHAM,
W. H. CHRISTY.

*Note.*

$2383 33⅓. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March, eighteen hundred and forty-four, I promise to pay William B. Shields, or order, the sum of two thousand three hundred and eighty-three dollars and thirty-three and one-third cents, for value received, payable at the Bank of Louisiana in New Orleans, with ten per cent. interest, from maturity until paid.

VICTOIRE SHIELDS.

Endorsed, Wm. B. Shields.

DUNCAN N. HENNEN,
*Clerk U. S. Circuit Court.*

I, the undersigned notary, do hereby certify that the parties to the note whereof a true copy is embodied in the accompanying act of protest, have been duly notified of the protest thereof by letters to them by me written and addressed, dated on the day of said protest and served on them respectively this day, in the manner following, viz: by directing one to Wm. B. Shields, at Houma, Parish of Terrebonne, La., a duplicate to him at Church Hill post-office, Jefferson

County, Mississippi, and a triplicate to him at Natchez, Mississippi, and depositing them all in the post-office in this city, on the same day of said protest, and by delivering the one for Duncan N. Hennen to himself, on the day and date below written by my deputy, W. G. Latham. In faith whereof, I hereunto sign my name, together with W. G. Latham, and W. H. Christy, witnesses, at New Orleans, this 4th day of April, eighteen hundred and forty-four.

WILLIAM CHRISTY,
*Notary Public.*

(Signed) W. G. LATHAM,
W. H. CHRISTY.

I hereby certify the foregoing to be a true and correct copy of the original act of protest, note, and memorandum of the manner in which the notices of protest were served, as fully and completely as the same appears on record in the notarial register of William Christy, Esq., late a notary public in this city, my predecessor in office. In faith whereof, I grant these presents under my signature, and the impress of my seal of office, at New Orleans, this 3d day of November, 1852.

[SEAL.] THEODORE O. STARK,
*Notary Public.*

Endorsed, Filed in evidence by plaintiff, 3d Nov. 1852.
J. W. GURLEY, *Clerk.*

*Protest, Note, and Certificate.* Marked (No. 6, Pl'ffs.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest be it known, that on the third day of April, in the year one thousand eight hundred and forty-four, at the request of William E. Leverich, Esq., cashier of the Bank of Louisiana, and holder of the original note, whereof a true copy is in the reverse hereof written, I, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn by my deputy, W. G. Latham, presented the said note to the proper book-keeper at the Bank of Louisiana in this city, where the same is made payable, and demanded payment thereof, and was answered that no funds had been deposited there to pay the same. Whereupon I, the said notary, at the request aforesaid, did protest and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, or re-exchange, damages, costs, charges, and interest suffered or to be suffered for want of payment of the said note. This done and protested in the presence of George W. Christy and Edward Allen, witnesses. In testimony whereof, I grant these presents under my

signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

WM. CHRISTY,
*Notary Public.*

(Signed) W. G. LATHAM,
W. H. CHRISTY.

*Note.*

$3483 33⅓. *Terrebonne, La.*, Nov. 9, 1842.

In all the month of March, eighteen hundred and forty-four, I promise to pay to William Bisland, or order, the sum of three thousand four hundred and eighty-three dollars and thirty-three and one-third cents, for value received, payable at the Bank of Louisiana, in New Orleans, with ten per cent. interest from maturity till paid.

R. G. ELLIS.

Endorsed, William Bisland.

DUNCAN N. HENNEN,
*Clerk U. S. Circuit Court.*

I, the undersigned notary, do hereby certify, that the parties to the note, whereof a true copy is embodied in the accompanying act of protest, have been duly notified of the protest thereof by letters to them by me written and addressed, dated on the day of said protest and served on them respectively, this day, in the manner following, viz.: by directing one to William Bisland, at Natchez, Miss., and a duplicate to him at Washington, Miss., and depositing them in the post-office in this city on the same day of said protest; and by delivering the one for Duncan N. Hennen to himself on the day and date below written by my deputy, W. G. Latham. In faith whereof, I hereunto sign my name, together with W. G. Latham and W. H. Christy, witnesses at New Orleans, this 4th day of April, eighteen hundred and forty-four.

WM. CHRISTY,
*Notary Public.*

(Signed) W. G. LATHAM,
W. H. CHRISTY.

I hereby certify the foregoing to be a true copy of the original act of protest, note, and memorandum of the manner in which the notices of protest were served, as fully and completely as the same appears on record in the notarial register of William Christy, Esq., late a notary public in this city—my predecessor in office. In faith whereof, I grant these presents under my signature, and the impress of my seal of office at New Orleans, this 3d day of Nov., 1852.

[SEAL.] THEODORE O. STARK,
*Notary Public.*

Endorsed: (No. 6, Pl'ff.) Filed in evidence by pl'ff 3d Nov. 1852.
J. W. GURLEY, *Clerk.*

*Deposition of N. L. F. Monroe.* (Pl'ffs, No. 7.) Offered 3d Nov., 1852.

*Commission.*

Circuit Court of the United States for the Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana:

To W. M. Mercer, United States Commissioner in the Parish of Terrebonne, State of Louisiana: Know ye that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you N. L. F. Monroe, and others, witnesses, and them duly examine on oath on the annexed interrogatories, touching and concerning certain matters and things in a case now depending in the said court, wherein, by original and amended bill, Robert Ruffin Barrow is plaintiff, and Wm. Bisland and Mrs. Victoire Shields and others are defendants, and wherein by cross bill William Bisland is plaintiff, and Robert Ruffin Barrow is defendant; and the same examinations so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at the City of New Or-
[SEAL.] leans, this 14th day of May, A. D. 1852, and the seventy-seventh year of the independence of the United States of America.

J. W. GURLEY, *Clerk.*
By WILLIAM CORNELIUS, *Dep. Clerk.*

In Chancery. Interrogatories to be administered to witnesses to be produced, sworn and examined in a certain cause now pending in the Circuit Court of the United States for the Eastern District of Louisiana, wherein by original and amended bill, Robert Ruffin Barrow is plaintiff, and William Bisland and Mrs. Victoire Shields, and others are defendants, and wherein by cross bill William Bisland is plaintiff, and Robert Ruffin Barrow is defendant on the part of said Robert Ruffin Barrow.

*Interrogatories to be propounded to N. L. F. Monroe and others of the Parish of Terrebonne.*

1st Interrogatory: What is your name, occupation and place of residence?

2d. Do you know the parties, complainant and defendants, in the title of these Interrogatories named, or any, or either of them, and which of them, and for how long have you known them respectively, or such of them as you do know? declare the truth fully.

3d. Was or was not Thomas Walsh the overseer of Thomas R. Shields, on the plantation formerly owned by the latter, situated in the Parish of Terrebonne, and known by the name of "the Myrtle Grove," and if so, what were the wages at which he had engaged

with said Thomas R. Shields; during what time was he in the employ of said Thomas R. Shields; and have his wages for the years 1841 and 1842 been paid by the said Thomas R. Shields or not, and if they have been paid, by whom were they paid, and when, and for what time?

3d. Is it, or is it not, to your knowledge, that by an act passed before the Parish Judge of the Parish of Terrebonne on the 9th of November, 1842, the aforesaid plantation, known by the name of "Myrtle Grove," was reconveyed by Thomas R. Shields to R. R. Barrow?

4th. Do you or do you not know that among the slaves attached to said plantation, and reconveyed by the said Shields to said Barrow, was a negro woman by the name of Liza, and what is her age and value?

5th. Were, or were not, on the 9th of November, 1842, the winter clothes of the slaves of the aforesaid plantation made up, and had they not, or at least part of them, been given to said slaves, and if so, to how many of them, and were or were not said winter clothes taken away by said Thomas R. Shields, on or after said 9th of November, 1842, and if so, what was the value of the clothes so taken away by him?

6th. Did or did not the said slaves suffer from the want of said winter clothes; could they work and attend to the crop as well as if they had said winter clothes, and if so, was the crop which said Barrow made on said plantation, diminished in consequence of the want of said clothes?

7th. Did or did not said Thomas R. Shields take away from said plantation, after the signing of the aforesaid act of November 9th, 1842, other articles belonging to said plantation, and if so, what articles, what was their value; why did you consider them as belonging to said plantation; what did he do with them, and where did he carry them?

8th. Is it or is it not, to your knowledge, that King and Grismore set the sugar kettles on the aforesaid plantation, on or about the month of October, 1842; and if so, what was their charge for doing so, and did Thomas R. Shields pay them, or who paid them, and when, and under what circumstances?

9th. Where is the said Thomas Walsh?

LS. JANIN,
*Solicitor for R. R. Barrow.*

Clerk's Office. You are hereby notified to file your cross-interrogatories to the foregoing, in this office, within ten days from the service hereof, otherwise the commission will be issued *ex parte*.

J. W. GURLEY, *Clerk.*

To Messrs. ROSELIUS, OGDEN and CHILTON,
*Solicitors.*

Rec'd 1st May, 1852, and on the same day I served a copy of the within Interrogatories and notice on the following named Solicitors, to wit: C. Roselius, A. N. Ogden, and S. M. Chilton, Esqrs., by handing the same to them in person, at New Orleans, and returned same day.

W. S. SCOTT, *U. S. Marshal.*
By N. W. BUTLER,
*Deputy U. S. Marshal.*

Clerk's office, U. S. Circuit Court. More than ten days having elapsed since the service and return into this office of the within Interrogatories, and no cross-interrogatories having been filed, the commission is issued without them.

Attest: J. W. GURLEY, *Clerk.*
By W. CORNELIUS, *D'y Clerk.*

May 14, 1852.

*Answers of N. L. F. Monroe to the foregoing Interrogatories.*

UNITED STATES OF AMERICA,
*State of Louisiana, Parish of Terrebonne:*

Be it known, that on this the 28th day of August, A. D. 1852, acting under the annexed commission to me directed by the Hon. Circuit Court of the United States for the 5th Judicial Circuit, holding sessions in and for the Eastern District of Louisiana, dated May the 14th, 1852, authorizing and requiring me duly to examine on oath, on the annexed interrogatories, N. L. F. Monroe, and other witnesses, touching certain matters and things in a case now depending in the said court, wherein by original and amended bill, Robert Ruffin Barrow is plaintiff, and William Bisland and Victoire Shields and others, are defendants, and wherein by cross bill, William Bisland and Robert Ruffin Barrow is defendant, I, William Mosely Mercer, United States Commissioner for the Parish of Terrebonne, duly commissioned and qualified, have caused to come before me N. L. F. Monroe, the witness named in said commission, for the purpose of taking his testimony, as therein directed. And having first administered to him the legal oath to tell the truth, the whole truth, and nothing but the truth, in answer to the interrogatories to him propounded, proceeded to take down in writing his answers to the same, as follows, to wit:

To first interrogatory. My name is Nathaniel Little Fales Monroe. I am an overseer, though I am not at this time overseeing. I reside now in the Parish of Ascension.

To interrogatory 2d. I have known Robert R. Barrow since 1840; I knew William Bisland the last three or four years of his life; I do not know Mrs. Victoire Shields; I know Thomas R. Shields, V. P. Winder, S. S. Guion, and Wm. B. Shields, and know R. G. Ellis.

To interrogatory 3d. Thomas Walsh (with whom I am and have

long been acquainted) was the overseer of Thomas Shields, on the Myrtle Grove plantation, in 1841 and 1842; I understood his wages were $900; I did not know positively, except from what I learned from Walsh; I made out an account by Walsh's direction, as in letter (A) annexed to the other commission under which I have just been examined. As to the payment of those wages, I only know that Walsh sued Barrow for them, and obtained a judgment, and I have heard from Mr. Barrow that he has paid the judgment.

To interrogatory 3d. I know that such an act of retrocession was passed early in November, 1842, before the Parish Judge of Terrebonne, and Mr. Barrow took possession of the place soon after, in my presence.

To the 4th. I know there was such a woman; I should suppose that she was at that time from 20 to 25 years old, and was probably worth at that time between five and six hundred dollars.

To interrogatory 5th. I was informed by Mrs. Walsh that the negroes' winter clothes were all made up, and part given out to the hands before the place was retransferred to Mr. Barrow, and that Mr. Shields took back said clothes from the negroes and carried them away from the place, as shown by the letter (A) annexed to the other commission, written by me, at Mr. Walsh's dictation, dated Dec. 6, 1842, and signed by him, Walsh. There were at the time on the place, between 50 and 60 working hands. I suppose, at that time, negro clothing would have been worth (made up) from three to five dollars a suit. On the place there were some 70 odd negroes, little and big.

To interrogatory 6th. The slaves suffered greatly during the winter for the want of clothes. The winter was a severe one. Owing to the negroes not being properly clothed, they were not able to work as well as they would have done if well clothed. The rolling season was no doubt made longer by it, and the crop, I should suppose, diminished. I was on the place during that winter nearly every day; was residing at the residence of Mrs. Barrow, a mile or two above.

To interrogatory 7th. In answer to this interrogatory I refer to letter (A), annexed to the other commission.

To interrogatory 8th. King and Grismore set the kettles on said place some time in the fall of 1842. I have heard that Mr. Barrow paid for the setting up of said kettles. The amount will appear by King's letter, annexed to the other commission.

To interrogatory 9th. Thomas Walsh is now overseeing on the Hope Farm plantation, belonging to the estate of William Bisland, in this parish.

N. L. F. MONROE.

Sworn to and subscribed before me this 28th day of August, 1852.

W. M. MERCER,
*U. S. Commissioner.*

I hereby certify that the foregoing process verbal of my proceedings in execution of the annexed commission, is in all respects correct.

[SEAL.] W. M. MERCER,
*U. S. Commissioner.*

*Houma, parish of Terrebonne*, Aug. 28, 1852.

Endorsed: "Interrogatories filed 24th April, 1852. (No. 7. Pl'ffs.) Commission returned and filed 16th Oct. 1852, and opened in open court by order of court, on the 18th Oct. 1852.
J. W. GURLEY, *Clerk.*"

"Offered in evidence by plaintiff, 3d Nov. 1852.
J. W. GURLEY, *Clerk.*"

*Depositions of Monroe and Aycock.* Offered in evidence by plaintiff 3d Nov. 1852.

*Commission.*

Circuit of the United States for the Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana.

To W. M. Mercer, United States Commissioner in the parish of Terrebonne, State of Louisiana: Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you J. Aycock, and M. L. F. Monroe, witnesses, of the parish of Terrebonne, and them duly examine on oath on the annexed interrogatories, touching and concerning certain matters and things in a case now depending in the said court, wherein by original and amended bill Robert Ruffin Barrow is plaintiff, and William Bisland and Mrs. Victoire Shields and others are defendants, and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay to be read in evidence on the trial of said cause, and send also this writ.

Witness the Hon. Roger B. Taney, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this 14th day of May, A. D. 1852, and the seventy-sixth year of the independence of the United States of America.

J. W. GURLEY, *Clerk.*
By WILLIAM CORNELIUS, *Deputy Clerk.*

Endorsed: "Returned and filed 16th Oct. 1852, and opened in open court by order of court on the 18th Oct. 1852.
J. W. GURLEY, *Clerk.*"

*Interrogatories annexed to the foregoing Commission.*

R. R. BARROW
vs.
BISLAND & SHIELDS. } In Chancery.

Interrogatories to be administered to witnesses to be produced, sworn and examined in a certain case now pending in the Circuit Court of the United States, for the Eastern District of Louisiana, wherein by original and amended bill, Robert Ruffin Barrow is plaintiff, and William Bisland and Mrs. Victoire Shields and others, are defendants. Said witnesses being examined on the part of said R. R. Barrow.

To J. Aycock, of the parish of Terrebonne, and to N. L. F. Monroe, also of Terrebonne :—

Interrogatory 1st. Do you not reside in the parish of Terrebonne, and how long have you been residing in said parish?

Interrogatory 2d. Are you not and have you not for many years been acquainted with Thomas Walsh, and where is he now?

Interrogatory 3d. Are you, or are you not the Clerk of the District Court of the parish of Terrebonne, and how long, and during what time have you held that office, or that of deputy clerk of said Court?

Interrogatory 4th. Are you, or are you not aware that the aforesaid Thomas Walsh was, in 1841 and part of 1842, the overseer of a plantation in the parish of Terrebonne, known by the name of Myrtle Grove, belonging then to Thomas R. Shields, and retroceded by him of Nov. 9th, 1842, to R. R. Barrow, the pl'ff?

Interrogatory 5th. Do you, or do you not know that the said Thomas Walsh instituted, in 1843 and 1844, or thereabouts, two suits in the court of which you are the clerk, against the said Thomas R. Shields and R. R. Barrow, or the said R. R. Barrow alone, for his wages as overseer of said plantation in the years 1841 and 1842? If so, please annex certificate of the said suits, including decree of Supreme Court, execution, sheriff's return on execution, entries of satisfaction, of judgment, statements of *all costs*, in short, everything belonging in anywise to said records.

Interrogatory 6th. Were you or were you not the attorney in fact of the said Thomas Walsh, for the collection of said judgment? If so, please annex a copy of your power of attorney, or state where the same is to be found.

Interrogatory 7th. What amounts did the said R. R. Barrow pay on the aforesaid judgments, and at what time did he pay them? Annex a statement of it to your answer.

Interrogatory 8th. In whose handwriting is the annexed letter, marked "A," purporting to be signed by Thomas Walsh, and dated the 6th of December, 1842, and by whom is it signed? Are you well acquainted with the signature and handwriting of said parties?

Interrogatory 8th. Is it to your knowledge what the wages of the

said Thomas Walsh were as overseer of the aforesaid Myrtle Grove plantation, during the said years, 1841 and 1842, or, at least, what the value of his services was during said time in said capacity?

Interrogatory 9th. Please, also, to annex to your answer a copy of the record of a suit brought by King and Grissmore against the said R. R. Barrow in the year 1843, in the Court of which you are the Clerk, including everything whatever belonging thereto, with satisfaction of judgment, execution, and sheriff's return, statement of costs, &c.

Interrogatory 10th. If there should be no satisfaction of judgment entered in the last-mentioned suit, please state whether you know by other means that said judgment has been paid R. R. Barrow, and, if so, how you know it, whether by statements of the said King and Grissmore, or their counsel, or how otherwise.

Interrogatory 11th. Do you know the handwriting and signature of the annexed letter, marked "B," purporting to have been written by J. R. King, on the 27th Nov., 1842? If so, state what you know about it.

LOUIS JANIN,
*Solicitor for Com.*

Interrogatory to be answered by N. L. F. Monroe alone. Are you, or are you not aware, that some days after Thomas R. Shields had retransferred to R. R. Barrow the "Myrtle Grove plantation," and when said Shields and his securities expressed dissatisfaction with the transaction, the said Barrow addressed a letter to each of said parties, stating that to avoid difficulties, he was willing to rescind the act of retrocession? If you state what knowledge you have of the contents of said letter, or what you know of said proposition; by whom said letter or letters were written, and by whom signed; to whom they were delivered, and by whom, and what answers were made thereto by any of the parties to whom they were addressed; and if you have a copy thereof, please to annex it to your answer.

L. JANIN,
*Sol'r for Com.*

Clerk's Office: You are hereby notified to file your cross-interrogatories to the foregoing in this office, within ten days from the service hereof, otherwise the commission will be issued ex-parte.

J. W. GURLEY, *Clerk.*

To Messrs. ROSELIUS, OGDEN, and CHILTON.

*Marshal's return on the foregoing.*

Received May the 1st, 1852, and on the same day I served a copy of the within interrogatories and notice on the following solicitors, to wit: C. Roselius, A. N. Ogden and J. M. Chilton, Esqrs., by hand-

ing the same to them in person at New Orleans, and returned same day.

WM. S. SCOTT,
*U. S. Marshal.*
By N. W. BUTLER,
*Dep. U. S. Marshal.*

*Letter marked A, annexed to the foregoing Interrogatories.*

*Terrebonne*, December 6, 1842.

Mr. R. R. Barrow: Dr. Sir: I have examined the negroes on the plantation that you took back from Thos. R. Shields, and compared them with the bill of sale you gave to Shields, and I find the following negroes missing: Boy Bob is dead; Solomon is dead or missing; Primus sold off the place; Arch sold or exchanged for Eliza; Rachel is dead; Honor is dead; Eliza is dead or missing; Sofa is dead; Lucy is dead; Jo Ogden sold off the place; Harriet is dead or missing; Child Henry is dead or missing. I also find that Mr. Shields took from the plantation the following articles, I think, or thought did belong to the place: First, he took away the negro clothing for the winter which was made up, and the negroes have suffered very much for the want of their winter clothes; the clothes were made up by the plantation negro women, and those who had received their winter clothes had them taken away from them again by Mr. Shields after you had taken the place back; the negroes need and ought to have their winter clothes, but it is impossible to spare the time to have them made without a greater loss to the plantation. I would advise you to provide some way that they could have their clothes made or furnished them, as they suffer much from the cold. Mr. Shields also sent for a keg of tobacco which I had in my possession for the negroes, and took it away with him. He also took what peas that was picked at Wm. Shields, for the plantation the present season, eleven barrels. He also took a pair of mules on the 8th of Nov., and has not returned but one of them; I understand the other one is dead, or died since you took possession of the plantation—the mules was taken from the plantation by Shields and loaned to Mr. Bisland to go to Donlonsonville; there is three flat-boats belonging to the plantation, which were built on and used by the plantation during the time Shields had it in his possession, and I considered that they belong to the plantation and we cannot do without them or others. Some few days ago Mr. Shields sent me word that they were his, and for me to keep them subject to his order. I wish for you to inform me, whether I am to deliver them up or not when he does order them. Until your order I shall retain them as belonging to the plantation. You informed me that Mr. Shields and his endorsers are to pay me my wages from last January up to the 10th Nov., 1842, which is $771 70 cents, and for which amount no arrangement has been made; and for the balance of the year I understand you are to pay,

being $128 30, which will make the amount I was to receive for overseeing this year, being nine hundred dollars a year, and for which amount I shall hold the crop responsible, as you know I cannot deal with six or eight men on such business. Mr. Shields is indebted to me for my services since the year 1839, by note for the following amount, to wit: One note as follows, for the year 1839:—

$400 00. *Parish of Terrebonne*, June 21, 1840.

"Twelve months after date, I promise to pay Thomas Welch, or order, the sum of four hundred dollars with ten per cent. per annum interest from date until paid, for services rendered as overseer on my plantation.—A true copy.

(Signed) THOS. R. SHIELDS."

One note dated,

$500. *Parish of Terrebonne*, May 22, 1842, for year 1840.

Twelve months after date, I promise to pay Thos. Welch, or order, the sum of five hundred dollars, with ten per cent. interest per annum, interest to from date until paid, for services rendered as overseer on my plantation.

(Signed) THOS. R. SHIELDS.

Also Mr. Shields owes me the following amount, which I have no note:—

THOMAS R. SHIELDS TO THOMAS WELCH, DR.

For services as overseer on your plantation for the year 1841.

*Nine hundred Dollars.* $900 00.

Also for the year 1842, *nine hundred dollars.* $900 00.

Being for my services as overseer on the plantation, and I wish to know of you if the present crop is not responsible for the whole amount that Mr. Shields owes me, and for which I shall hold the present crop responsible if I can possibly do so, and I shall press the crop for my pay before it leaves the sugar-house.

Yours respectfully,

THOS. WALSH.

Addressed: "Mr. R. R. BARROW,
*Houma, Terrebonne, La.*"

*Letter.* Marked "B," annexed to the foregoing interrogatories.

*Parish of Terrebonne*, Nov. 27, 1842.

MR. R. R. BARROW, Esq.,

Sir: I understood the plantation of T. R. Shields had been given up to you, and I called on him to know how I was to get the money for my work, which is one hundred and seventy-five dollars, for work done on the kettles. I made out my account, and presented it

to Mr. Shields on the road to Thibodeauxville, in presence of Mr. Grismore, and he told me that he was broke, and not able to pay me; but that he had made arrangements with his endorser to pay all charges against the place. On the next day I called on Mr. Winder to know of him if he would assume the account, and he did not give me any satisfaction on the matter. Now, sir, Mr. Shields took me from work that I was engaged in at the time to do his, and now I see that I am to be trifled with and lose my money unless I attach the crop, for I understand that I can do it, and will do it, as mine is a privileged claim. Please to inform me, sir, if you will pay me or not, on the receipt of this letter.

Yours, with respect,

J. R. KING.

Addressed, "MR. R. R. Barrow, Houma post office, parish Terrebonne."

Clerk's Office, U. S. Circuit Court:

More than ten days having elapsed since the service and return into this office of the within interrogatories, and no cross-interrogatories having been filed, the commission is issued without them. May the 14th, 1852.

J. W. GURLEY, *Clerk.*
By W. CORNELIUS, *Dep. Cl'k.*

UNITED STATES OF AMERICA,
*State of Louisiana, Parish of Terrebonne:—*

Be it known that, acting under the annexed commission to me directed by the Honorable Circuit Court of the United States for the Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana, authorizing and requiring me duly to examine on oath, on the annexed interrogatories, J. Aycock & N. L. F. Monroe, (witnesses, of the parish of Terrebonne,) touching certain matters and things in a case now depending in the said court, wherein by original and amended bill, Robert Ruffin Barrow is plaintiff, and Wm. Bisland and Mrs. Victoire Shields and others are defendants, said commission being dated May 14th, 1852, I, William Mosely Mercer, United States commissioner in the parish of Terrebonne, State of Louisiana, duly commissioned and qualified, have caused to come before me N. L. F. Monroe, one of the witnesses named in said commission, for the purpose of taking his testimony as in said commission directed, and having first administered to said Monroe the legal oath, to tell the truth, the whole truth, and nothing but the truth, in answer to the interrogatories to him propounded, proceeded to take down in writing his answers to the same as follows, this 28th of August, A. D. 1852:—

*Answers of N. L. F. Monroe to interrogatories.*

To interrogatory 1st: I reside now in the parish of Ascension; have resided there for some time. I resided in the parish of Terrebonne from 1841 to 1847.

To interrogatory 2d: I have been since 1841 acquainted with Thos. Welsh, and he resides now in this parish.

To interrogatory 3d: I am not, and have not been.

To interrogatory 4th: I know he was overseer there in 1841 and 42, while the plantation was owned by Shields.

To interrogatory 5th: I am not clerk of the court, but I know that such suit was instituted, as I was a witness therein.

To interrogatory 6th: I was not.

To interrogatory 7th: I know nothing of this.

To interrogatory 8th: I understood his wages was nine hundred dollars, but do not know what they ought to have been worth.

To interrogatory 9th and 10th: I know nothing of these matters.

To interrogatory 11th: I was acquainted with J. R. King's writing, and believe the annexed letter, marked (B),to be in his handwriting.

Answer of N. L. F. Monroe to the last interrogatory, addressed exclusively to him: I know that on the 11th of November, 1842, R. R. Barrow wrote to Thomas R. Shields and each of his securities, to wit: Mrs. V. Shields, Wm. B. Shields, V. P. Winder, R. G. Ellis, and G. S. Guion, a letter, of which I myself made a copy, and which I annex hereto, marked (H). I delivered the most of the letters myself to the parties to whom they were addressed. The annexed copy, marked (H), is in my handwriting, and is the identical copy made by me at the time the letters were written, and is a true and exact copy, to the best of my knowledge and belief. I know nothing of the answers that were written (if any were written) to said letters.

Through inadvertence of commissioner, caused by two interrogatories being numbered 8, the first interrogatory so numbered was overlooked. The witness answers to said interrogatory as follows: To interrogatory 8 (first so numbered): The annexed letter, marked (A), was written by me at Mr. Walsh's request, and at his house, and was signed by him in my presence.

N. L. F. MONROE.

Sworn to and subscribed before me this 28th day of August, 1852.

W. M. MERCER,
*U. S. Commissioner.*

On this 24th day of September, A. D. 1852, I, William Mercer, U. S. Commissioner as aforesaid, have caused to come before me, at my office in Houma, parish of Terrebonne, *Joseph Aycock*, the other witness named in the annexed commission, and after having administered to him an oath as prescribed by law, to tell the truth, the

whole truth, and nothing but the truth, in answer to the interrogatories to be propounded to him said interrogatories, and take down his answers in writing, which were as follows, to wit:

To the 1st interrogatory: I do and have been residing there for the last fourteen or fifteen years.

To the 2d interrogatory: I have been many years acquainted with Thomas Walsh. He now resides in this parish.

To the 3d interrogatory: I am the clerk of the District Court of Terrebonne, and have this office since 1842.

To the 4th interrogatory: I am aware of all those facts.

To interrogatory 5th: Such suits were instituted at the time mentioned against both Shields and Barrow. I annex certified transcripts of both suits, including judgments of the Supreme Court. Since said transcripts were made out, judgments have been satisfied, and the entry of satisfaction of judgment does not appear on the transcript, as near as I can ascertain by examination of my books and papers. Mr. Barrow paid the sum of two hundred and fifteen dollars 90 cents ($250 90) costs in the cases. No execution ever issued, within my knowledge.

To interrogatory 6th: I was verbally authorized by Mr. Walsh to collect the judgments from Mr. Barrow, and did collect some money on said judgments from Mr. Barrow.

To interrogatory 7th: Mr. Barrow paid Walsh, or his attorney, on the 20th of April, 1849, one thousand dollars, and about the 17th of May, 1851, he paid me for Walsh fifteen hundred dollars. These amounts were paid on account of all claims of Walsh against Barrow, of which there existed others besides these judgments; but lately Walsh agreed that the payments should be imputed to the two judgments due by Shields and Barrow, and requested me in writing to enter satisfaction of judgment in these cases.

To interrogatory 8th: I don't know. The signature is Walsh's.

To interrogatory 8th, (again): I would answer to this interrogatory, that during the trial of these cases against Shields and Barrow, it was proven that Walsh's services as overseer on that plantation were worth nine hundred dollars a year, and I was of opinion at the time that such estimate was correct.

To interrogatory 9th: I annex certified transcript of said suit with this exception of the satisfaction of judgment, which has been entered since the transcript was made. No execution ever issued within my knowledge. The amount of costs paid by Barrow, as well as I can ascertain, was $33 25.

To interrogatory 10th: I received through Mr. Barrow a letter from Mr. Grissmore, one of the firm of King & Grissmore, stating that the judgment had been paid. I cannot now find the letter.

To interrogatory 11th: I do not.

J. AYCOCK.

Sworn to and subscribed before me, this 24th day of September, A. D. 1852.

W. M. MERCER,
*U. S. Commissioner.*

894.

I hereby certify that the foregoing *proces verbal* of my proceedings in execution of the annexed commission is correct in all respects. Witness my hand and seal, Houma, Terrebonne, Sept. 24th, 1852.

[SEAL.] W. M. MERCER,
*U. S. Commissioner.*

Endorsed, "1042. No. 8, Pl'ffs. Offered in evidence by Pl'ff 3d Nov. 1852.

J. W. GURLEY, *Clerk.*"

*Transcript from District Court of Terrebonne—Filed with Depositions of Monroe and Aycock, 16th Oct.* 1852.

STATE OF LOUISIANA,
*District Court, Terrebonne:*

To the Honorable the District Court of the State of Louisiana, in and for the second Judicial District and Parish of Terrebonne:

The petition of King & Grishmore, a partnership composed of Joseph King and Wilson Grishmore, both of them residents of the Parish of Terrebonne, would respectfully represent that Thomas R. Shields, of said parish, is justly indebted to your petitioners, in the sum of one hundred and seventy-five dollars, with five per cent. interest from judicial demand till paid for this, to wit: that your petitioners set for the said Shields, during the month of October last past, (1842,) a set of kettles for boiling sugar, on the plantation of said Shields, in said parish, commonly known as the Myrtle Grove plantation, and that the value of the work and labor by them performed, was of the value of said sum of one hundred and seventy-five dollars, which the said Shields is now justly bound to pay, but refuses and neglects to do. Now your petitioners would further represent that since the date of the performance of the work aforesaid by them, the said plantation has been ceded by the said Thomas R. Shields to Robert Ruffin Barrow, also of said Parish of Terrebonne, who is now in possession of said Myrtle Grove Plantation and of the Sugar House in which said work has been done; that by an arrangement made at the time of the delivery of said property to the said Barrow by the said Shields, the said Shields made provision for the payment of your petitioners' work and labor in setting said kettles, but that the said Barrow has since the passage of said contract sought to avoid and annul the same, and has thereby prevented your petitioners from being paid, and at the same time refuses to pay the same, though in the possession and enjoyment of your petitioners' work and labor. Now your petitioners further allege that in law, they are entitled to a lien on the said sugar-house and kettles, and that the premises considered the said Barrow, who has made thereon his whole crop of sugar, is justly bound to pay them the aforesaid sum of money, with interest and costs, or that if the court is of opinion he be not personally liable, that then their lien on the sugar-house be

recognized, and that the same be ordered to be sold to satisfy their claim aforesaid; and they pray that said Barrow be made a party to this suit and duly cited therein, and that after the legal delay they have judgment against the said Thomas R. Shields and R. R. Barrow, jointly and severally, for said sum of one hundred and seventy-five dollars, and that their lien and privilege on the sugar-house be recognized and accorded, and first annexing their account as part of this petition, they pray for all and general relief and costs.

J. C. BEATTY,
*Att'y of Pl'ffs.*

THOMAS R. SHIELDS,
To JOSEPH KING & WILSON GRISHMORE, DR.

1842, 25th October. For repairing Sugar-House Kettles one hundred and seventy-five dollars, the charge of said work done on said kettles. Petition and account filed 6th March, 1843.

J. AYCOCK, *Cl'k.*

State of Louisiana, Second Judicial District Court, sitting in and for the Parish of Terrebonne:

KING & GRISHMORE
vs.
R. SHIELDS AND AL.

To Thomas R. Shields and Robert R. Barrow, residing in the Parish of Terrebonne: You, and each of you, are hereby summoned to comply with the demand contained in the petition, a true copy whereof is hereto annexed, or file your answer thereto in writing, in the office of the undersigned, Clerk of said Court, at Houma, in twelve days after the service hereof.

Witness the Honorable Thomas C. Nicholls, Judge of said Court, this the sixth day of March, A. D. one thousand eight hundred and forty-three.

J. AYCOCK,
*Clerk 2nd District Court, Terrebonne.*

Received this citation and two copies of petition and citation, on the 11th day of March, 1843, and served the same on the 13th of said month and year, by delivering the said true copies of petition and citation at the defendant's usual place of residence, which is about eight miles from the Court House, in this parish, to William B. Shields, a free white person above the age of fourteen years, personally known to me, living in the house of the defendant's domicil, Thomas R. Shields, who was at the time absent, and also on the 15th day of said month and year, I served a true copy of petition and citation in the case, to Robert R. Barrow in person; wherefore I make this my return.

A. SIRETTO, *Sheriff.*

Filed 20th March, 1843.

J. AYCOCK.

*State of Louisiana.* Second District Court, Terrebonne:

To the Hon. Court of the 2nd Judicial District of the State of Louisiana, in and for the Parish of Terrebonne. Into Court by the undersigned, his attorney, comes Robert R. Barrow, of the Parish of Terrebonne, who respectfully represents that Joseph King and Wilson Grismore, plaintiffs in said suit, never authorized said suit to be instituted against respondent, that the answer of said King and Grishmore to the Interrogatories hereto annexed, are material to him in his defence, and prays that said King and Grismore may be ordered to answer under oath the said Interrogatories, and prays for and general relief, and that plaintiff's petition, so far as regards himself, be dismissed.

THIBODEAUX & COLE,
*Att'ys for Respondent.*

Interrogatories to be answered under oath by Joseph King and Wilson Grismore, plaintiffs, in said suit against R. R. Barrow.

1st. Did, or did you not, authorize J. C. Beatty, Esq., or any one, to institute said suit against R. R. Barrow?

2d. Did, or did you not, desire to have the name of said R. R. Barrow mentioned in said suit, or said Barrow sued in any manner whatever?

Personally came and appeared in open Court, Robert R. Barrow, who being first duly sworn, declares that the answers of Joseph King and Wilson Grissmore, to the preceding interrogatories are material to him in the proper defence of said suit of said King and Grissmore against him, and that he is informed and believes that the answers of said King and Grissmore to said interrogatories would assist him in making his defence; that this affidavit is not made for delay, but only for substantial justice.

R. R. BARROW.

Sworn to and subscribed in open Court, this 29th of April, 1843.
J. AYCOCK, *Clerk.*

Filed 29th April, 1843.

J. AYCOCK, *Clerk.*

*State of Louisiana.* 2d District Court, Terrebonne.

KING & GRISH
vs.
THOMAS R. SHIELDS AND AL.

To the Hon. the Court of the Second Judicial District of the State of Louisiana, sitting in and for the Parish of Terrebonne:

Into Court by the undersigned, his counsel, comes Robert R. Barrow, of the Parish of Terrebonne, who for answer to the petition filed against him in the above entitled case, respectfully denies all and sin-

gular the allegations therein contained, except what may be specially admitted. He further avers that plaintiffs cannot recover, as there is prescription against his claim. He further represents that he is proprietor of the land mentioned in plaintiff's petition, and all thereon, by act of sale passed before Judge Barras on 9th of November, 1842, as will appear from the copy of sale hereto annexed. That the work said to be done in said petition was not well done. Wherefore he prays that the demand of plaintiff may be rejected, and respondent hence dismissed with his costs, and prays for all and general relief.

THIBODAUX & COLE,
*Att'ys for Respondent.*

Filed 29th of April, 1843.

J. AYCOCK, *Clerk.*

The law and evidence being in favor of the plaintiff in support of his claim, as set forth in his petition, it is ordered, adjudged, and decreed that the said plaintiff recover from Thos. R. Shields with privilege on the plantation called Myrtle Grove, in this parish, now in the possession of the defendant, R. R. Barrow, the sum of one hundred and seventy-five dollars and the costs of this suit, and that unless this judgment be satisfied by the said Shields & Barrow, the said plantation be seized and sold to pay the same. April 29th, 1843.

H. F. DEBLIEUX,
*Judge 4th Dist.*

THE STATE OF LOUISIANA,
*Parish of Terrebonne:*

I, the undersigned, Clerk of the District Court of the Fifth Judicial District, sitting in and for the Parish of Terrebonne, do hereby certify that the foregoing documents are true copies drawn from the originals on file in the record of the suit entitled, "King & Grissmore *vs.* Thomas R. Shields & al. No. 401," on the docket of the 2d District Court for the Parish of Terrebonne.

Witness my hand and the impress of the seal of said Court this 13th day of May, A. D. 1852.

[SEAL.] J. AYCOCK, *Clerk.*

Endorsed as follows: "Returned and filed with depositions of Monroe & Aycock, 16th of October, 1852.

J. W. GURLEY, *Clerk.*

To the Honorable the Fifth Judicial District Court of the State of Louisiana, in and for the Parish of Terrebonne:—

The petition of Thomas Walsh, residing in the Parish of Terrebonne, would respectfully represent, That Robert Ruffin Barrow, of the Parish of Terrebonne, is justly indebted to him in the sum of

seven hundred and seventy-two dollars and fifty cents for this, to wit: that during the year 1842 he was engaged as overseer by Thos. R. Shields, of the Parish of Terrebonne, on a plantation then belonging to said Shields, in said Parish of Terrebonne, and known as the Myrtle Grove plantation, and which the said Shields had bought of said Barrow in or about the year 1836.

Your petitioner further shows, that on or about the 9th day of November, 1842, the said Barrow and Shields entered into an arrangement for the retrocession of said Myrtle Grove plantation, and that the securities or endorsers of the notes given by Shields, as the price and purchase-money of said plantation, joined in said act of sale or retrocession by Shields to Barrow, which was passed by act before Leufroy Barras, then Parish Judge of Terrebonne, on the day of November above recited, and that in said act, they stipulated and agreed to pay certain expenses of said Shields, which were a privilege on the crop then growing on the plantation retroceded as aforesaid, and among others the amount due your petitioner for his services as overseer during said year, up to the date of sale; that said wages amounted to the sum of seven hundred and seventy-two dollars and fifty cents, nine hundred dollars per year being the rate of wages for which he had contracted with said Shields, and being the fair value of his services.

Now your petitioner further shows, that on the day of 1843, he commenced a suit against the said Thomas R. Shields for the amount of said wages, and at the same time took out a writ of registration against the crop then growing or made on the Myrtle Grove plantation, on which he claimed a lien or privilege for his wages, for the year 1842, but that by a final decree of the Supreme Court, it has been determined that your petitioner had no lien or claim on the crop then growing on said place, but also specially reserving petitioner's right of action in another shape, if any he had.

Now your petitioner avers that he had by law a lien on the amount of the crop of 1842, which sold, and the proceeds thereof received by said R. R. Barrow; that the crop of that year amounted to about four hundred and ninety hogsheads, and was of the value of at least twenty thousand dollars for the sugar, molasses and corn thereon produced; that said Barrow has received and used the price of the crop thereon made, and is justly bound to pay your petitioner the value of his services in producing said crop, as he can not make the same out of T. R. Shields who was ruined by the purchase and resale to the said Barrow; that the said Barrow is moreover bound to pay said sum for this, to wit: that the said Shields in retroceding the property to said R. R. Barrow for the relief of his securities, had required them to enter into an obligation to pay said Walsh his salary as overseer for the year 1842, up to the date of the retrocession, but that the said securities, to wit: Mrs. Victoire Shields, William Bisland, W. B. Shields, George S. Guion, Richard G. Ellis, Van P. Winder, have been prevented from paying said sum by a suit

which the said Barrow has instituted against them in the Circuit Court of the United States for the Eastern District of Louisiana. Petitioner further represents that it is of importance to him that the said Barrow should produce on the trial of this suit, the accounts of sale of the crop of sugar and molasses made on the Myrtle Grove plantation during the year 1842, and prays that he may be ordered so to do, and that after the legal delay he be condemned to pay your petitioner said sum of seven hundred and seventy-two dollars and fifty cents, with legal interest from judicial demand; and he prays for all and general relief, &c.

J. C. BEATTY.

Personally appeared before me, Thomas Walsh, plaintiff in the above suit, who being duly sworn on his oath, declares that it is material to his just success in the case that R. R. Barrow, the defendant, should produce in court on the trial thereof, the acts of sales of the crop made on the Myrtle Grove plantation during the year 1842; that he expects to prove thereby that the crop was worth at least ten thousand dollars.

THOS. WALSH.

Sworn to and subscribed before me this 16th day of Feb. 1847.
J. AYCOCK, *Clerk.*

Fifth District Court, Terrebonne. Filed 16th of Feb. 1847.
J. AYCOCK, *Clerk.*

*State of Louisiana.*

In the name and by the authority of the District Court of the Fifth Judicial District, sitting in and for the parish of Terrebonne.

THOMAS WALSH
vs.
ROBERT R. BARROW.

To Robert R. Barrow, residing in the parish of Terrebonne:

You are hereby summoned to comply with the demand contained in the petition, a true copy whereof is hereto annexed on file, your answer thereto in writing in the office of the undersigned clerk of said court at Houma, in ten days after the service hereof.

Witness the Hon. David A. Randall, Judge of said court, this the sixteenth day of February, A. D. one thousand eight hundred and forty-seven.

J. AYCOCK, *Clerk of said Court.*

Received this citation, and true copies of petition and citation on the 18th day of February, 1847, and served the same on the 19th day of said month and year, by delivering the said true copies of petition and citation at the usual place of residence of the defendant,

which is at about two miles from the court house in this parish, to Alexander Henry, a free white person personally known to me, and apparently above the age of fourteen years, living in the house of the said defendant, Robert R. Barrow, who was at that time absent —wherefore I make this my return, this the 1st day of March, 1847.

A. LIRETTE, *Sheriff.*

Filed 12th March, 1847.

J. AYCOCK, *Clerk.*

THOS. WALSH
vs.
R. R. BARROW

To the honorable the Fifth Judicial District Court of the State of Louisiana, holden in and for the Parish of Terrebonne—

The answer of Robert Ruffin Barrow, the defendant in the above entitled suit, respectfully represents, that he denies each and every allegation and averment contained in the petition on file in said suit, and will require strict legal evidence thereof on trial.

Wherefore he prays that he be hence dismissed, and judgment be rendered in his favor and for general relief.

E. STEVENS,
*Att'y of Petitioner.*

Filed 16th March, 1847.

J. AYCOCK, *Clerk.*

(A)

T. WALSH
vs.
R. R. BARROW. } No. 104.

Fifth District, Parish of Terrebonne.

It is admitted that the crop of eighteen hundred and forty-two, made on the Myrtle Grove plantation, was worth upwards of twelve thousand dollars; that it was acquired by R. R. Barrow, by the contract of 9th Nov. 1842, and disposed of by him; that Walsh acted as overseer for T. R. Shields on the plantation called the Myrtle Grove, up to the 9th Nov. 1842, and continued on the same place, in the employ of R. R. Barrow, up to January 1st, 1844; that the wages of Walsh while in the employ of T. R. Shields were nine hundred dollars per year, as shown by the evidence and judgment in the case of T. Walsh *vs.* Thos. R. Shields *et als.*, No. 497.

J. C. BEATTY, *Att'y of Plaintiff.*
E. STEVENS, *Att'y of Defendant.*

T. WALSH
vs.
R. R. BARROW. } No. 104.

Evidence taken down on trial.

Plaintiff's evidence; Admission of defendants, marked A; the

record of the suit, No. 497, of the 2d District Court of Terrebonne, with the judgment of the Supreme Court in the same case, marked B; the act of retrocession of T. R. Shields to R. R. Barrow, marked C.

Testimony closed.

J. AYCOCK, *Clk.*

THOMAS WALSH
vs.
R. R. BARROW.

State of Louisiana, 5th Judicial District, Parish of Terrebonne:

Be it remembered, that on the trial of the above cause, this 9th day of June, 1847, the plaintiff's counsel offered in evidence the record of the suit of R. R. Barrow *vs.* Mrs. Victoire Benoist, from the Circuit Court of the United States for the Eastern District of Louisiana, for the purpose of showing that he had, by an action instituted by defendant, been prevented from recovering his wages from the securities of Thomas R. Shields, his employer, who had assumed to pay him, but were prevented by this action to rescind the contract, from doing so. The court rejected said record on the ground that the record, in addition to the attestation of the deputy clerk and seal of the court aforesaid, should have been attested by the presiding judge thereof attesting the character of said clerk, to which opinion the plaintiff hereby tenders this his bill of exceptions, and prays that the same be signed to place the whole of record.

Signed in open court, David A. Randall, this 9th June, 1847, Judge of 5th Judicial District.

Filed this 9th June, 1847.

J. AYCOCK, *Clerk.*

THOMAS WALSH
vs.
ROBERT R. BARROW. } No. 104. 5th District Court, Terrebonne.

For the reasons on file in the record of this suit, it is hereby ordered, adjudged, and decreed that there be judgment in favor of the defendant in this case, and that the plaintiff, Thomas Walsh, pay the costs thereof.

October 19th, 1847.

DAVID A. RANDALL,
*Judge of 5th Judicial Dis.*

*State of Louisiana:*

THOMAS WALSH
vs.
R. R. BARROW. } Fifth District Court, Terrebonne.

Know all men by these presents, That we, Thomas Walsh as principal, and William A. Bisland as security, both residing in the parish of Terrebonne, are held, and firmly bound unto Robert R. Barrow, also of the said parish, in the penal sum of one hundred dollars of lawful money of the United States of America, to the payment of which we firmly bind ourselves, our heirs and legal representatives.

The condition of the foregoing bond is such, that whereas the above bounden has taken an appeal from a certain judgment rendered against him at the October term, 1847, of the Fifth District Court of the Fifth Judicial District of the State of Louisiana, sitting in and for the parish of Terrebonne, returnable to the Supreme Court of the State of Louisiana, held in New Orleans:—

Now, should said Walsh prosecute said appeal with effect, or satisfy whatever judgment may be rendered against him, then this bond shall be null and void, otherwise it shall remain in full force and effect.

*Terrebonne*, 2d December, 1847.

THOS. WALSH,
WM. A. BISLAND.

Filed 2d December, 1847.

J. AYCOCK.
*Clerk.*

*Supreme Court of the State of Louisiana.*

*Monday*, January 31st, 1848.

The Court met.—Present, their Honors, George Eustis, chief justice; P. A. Rost, George R. King, and Thomas Slidell, associate justices.

THOMAS WALSH, app't.,
vs.
R. R. BARROW, app'lee. } Appeal from the Fifth District Court of the Parish of Terrebonne.

In this cause, the Court this day delivered their opinion, in writing, in the words and figures following:—

This suit is for the recovery of wages, as overseer, for which the plaintiff claims a privilege on the proceeds of a crop of sugar received by the defendant, the owner of the plantation, from which the crop was sold. There was judgment for the defendant, and the plaintiff has appealed.

This is the fourth time that the subject of the compensation of the plaintiff, as overseer on this plantation, has been before the Supreme Court. Walsh *vs.* Shields and another, 6 Rob. 484; Walsh *vs.* Barrow *et al.*, 9 Rob. 535, and 12 Rob. 530.

The plantation originally belonged to the defendant, who sold it to

Shields in 1836, and on the 9th of Nov. 1842, Shields being unable to pay for it, retroceded it, with the standing crops, to the defendant, Shields and his endorsers paying in addition the sum of thirty-two thousand dollars, and binding themselves to pay the expenses of the plantation for the current year, up to the date of the transfer.

The amount claimed is for the plaintiff's wages for 1842. That the services were rendered, that they bore a privilege on the crop, that the crop was sold and the proceeds were received by the defendant, is conceded.

It is urged for the defendant, that by the sale of the crop by Barrow, the privilege was extinguished under article 3244 of the code. By the article 3184, the salary of the overseer for the year last passed is privileged *on the product of the last crop*, thus presupposing that the planter could not keep his crop, but sell it, and the privilege is affixed specially on the proceeds; such is the construction given to this article by the Supreme Court in the cases cited; and in the succession of Johnson Kennedy, *app't*, 3 *Robinson*, 216, the court held that this privilege on the last year's crop may be exercised upon the proceeds after the crop has been sent to market and sold. If the proceeds were in a court of justice, or in the hands of the defendant's factor, the plaintiff would have his privilege over other creditors, and we do not understand on what principle he can be deprived of it when the proceeds are in the defendant's pocket. The law is so clearly, as we think, in favor of the plaintiff, that it is not necessary to examine the strong equitable grounds on which the plaintiff's claim rests.

It is therefore ordered, adjudged and decreed, that the judgment of the court below be reversed, and judgment is rendered in favor of the plaintiff, against the defendant, for the sum of seven hundred and seventy-two dollars and fifty cents, with interest from judicial demand, the defendants and appellee paying costs in both courts. A true copy.

EUGENE LAZERE, *Clerk.*

Clerk's Office, New Orleans, Feb. 4, 1848.

THE STATE OF LOUISIANA,
*Parish of Terrebonne:*

I, the undersigned Clerk of the District Court of the Fifth Judicial District, sitting in and for the Parish of Terrebonne, do hereby certify, that the foregoing documents are true copies drawn from the originals on file in the case entitled Thomas Walsh *vs.* Robert Ruffin Barrow, No. 104, on the docket of said court.

And I do further certify, that Robert R. Barrow has paid an amount sufficient in the case of Walsh *vs.* him, to extinguish (if applied in that way) the principal, interest, and costs in this case.

Witness my hand and the impress of the seal of said court, this the 13th day of May, A. D. 1852.

J. AYCOCK, *Clerk.*

Endorsed: "1042, U. S. Circuit Court, (No. 8, Pl'ffs): Ret'd and filed with depositions of Monroe and Aycock 16th Oct. 1852."
J. W. GURLEY, *Clerk.*

THOMAS WELSH
vs.
ROBERT RUFFIN BARROW
& RICHARD H. GRINAGE. } 2d District Court, Parish of Terrebonne.

To the Honorable the District Court of the State of Louisiana, in and for the Second Judicial District and Parish of Terrebonne:

The petition of Thomas Welsh, residing in the parish of Terrebonne, would respectfully represent that Robert Ruffin Barrow, and Richard H. Grinage, both of them also residents of the parish of Terrebonne, are justly indebted to your petitioner in the just and lawful sum of twelve hundred dollars.

For this, to wit: that on the fourteenth day of April, 1843, the said Barrow and Grinage made and executed their certain joint and several obligations in favor of this petitioner, and of A. Lirette, jointly and severally, for said sum of twelve hundred dollars, for the purpose of securing the possession of certain property which had been sequestered in the case of Thomas Welsh *vs.* Thomas R. Shields and the said Barrow, No. 396, on the docket of the District Court; and in said bond it is set forth that the said bond is to remain good and valid till the said Barrow shall satisfy such judgment as may be rendered against him in the suit in which said bond was executed.

Now your petitioner avers, however, that the real obligation of said bond is, that the said parties shall deliver up the sequestrated property, if it be decreed, to be liable to the demand of the plaintiff in said suit, unless said principal in the bond prefer to pay the judgment therein obtained.

Now petitioner further represents that the property so first sequestrated, and so bonded by said Barrow, was afterward decreed by a final judgment of the Supreme Court, be sold to satisfy the claim of this petitioner, and that he has caused the said Barrow to be legally put in default for the delivery of the sequestrated property, which he has entirely failed and neglected to do.

That the premises considered, and in virtue of the law in such case made and provided, the said R. R. Barrow and R. H. Grinage are now justly bound jointly and severally to pay to your petitioner the amount of said bond or of the original judgment, interest and cost. Wherefore he prays that the said Barrow & Grinage be legally cited before this honorable court, and that after the legal delay he be condemned jointly and severally to pay your petitioner the amount of said bond, to wit: twelve hundred dollars with legal interest from judicial de-

mand, and the costs of suit. He further, however, annexes said bond for reference, and prays for all and general relief, &c., &c.

(Signed) J. C. BEATTY,
*Att'y of Plaintiff.*

Filed 25th August, 1845.

J. AYCOCK, *Clerk.*

STATE OF LOUISIANA:

THOMAS WELSH
vs.
THOMAS R. SHIELDS
& ROBERT R. BARROW. } 2d District Court, Terrebonne.

Know all men by these presents that we, Robert R. Barrow, as principal, and Richard H. Grinage as security, are held and firmly bound, jointly and severally, unto Alexander Lirette, sheriff of the parish of Terrebonne, or either of them or their assigns, in the just and lawful sum of twelve hundred dollars, lawful money of the United States of America. Dated and signed at Houma, parish of Terrebonne, this fourteenth day of April, 1843. Whereas the said Thomas Welsh has commenced a suit against the said Robert R. Barrow before the District Court of Terrebonne, by sequestration; and whereas the said Barrow is desirous to obtain possession of the property so sequestrated in said suit.

Now the condition of this bond is such, that if the said Robert R. Barrow and Richard H. Grinage, or either of them, shall well and truly satisfy the judgment which may be rendered in this case against the said Barrow according to law, then this bond to be and remain null and void, but otherwise to remain in full force and effect against the said parties, their heirs and assigns.

R. R. BARROW,
R. H. GRINAGE.

Filed 18th September, 1844.

J. AYCOCK, *Clerk.*

Filed 25th August, 1845.

J. AYCOCK, *Clerk.*

*Citation.*

STATE OF LOUISIANA,

*Second Judicial District Court sitting in and for the Parish of Terrebonne:*

THOMAS WELSH
vs.
ROBERT RUFFIN BARROW and RICHARD H. GRINAGE.

To Robert Ruffin Barrow and Richard H. Grinage, residing in the Parish of Terrebonne:

You and each of you are hereby summoned to comply with the demand contained in the petition, a true copy whereof is hereto annexed, or file your answer thereto in writing, in the office of the undersigned clerk of said Court, at Houma, in ten days after the service hereof.

Witness the Honorable Thomas C. Nicholls, Judge of said Court, this the twenty-sixth day of August, A. D. one thousand eight hundred and forty-five.

J. AYCOCK, *Clerk.*

*Return.*

Received on the 1st day of September, 1845, two true and certified copies of petition, and served them as follows: one on R. H. Grinage on the 3d day of September, in person, and the other on R. R. Barrow, on the 15th of September, in person. Wherefore I make this my return this the 15th day of September, 1845.

J. M. VRORIS, *Sheriff.*

Filed 15th September, 1845.

J. AYCOCK, *Clerk.*

*Exceptions.*

THOMAS WELSH
vs.
R. R. BARROW and
R. H. GRINAGE.
} Second District Court, Parish of Terrebonne.

Richard H. Grinage, one of the defendants in the above entitled suit, comes into Court solely to except as follows:—

He excepts to the citation issued and directed to him in this case. First, because said citation contains none of the registrations of articles 179 and 180 of the Code of Practice of the State of Louisiana.

Second. Because said citation does not contain the title and style of said suit, the number of said suit being omitted, and there are other omissions and irregularities respecting the said title and style of said suit.

Third. That said citation has not the seal of said Court affixed thereto.

Fourth. Said alleged citation does not *cite* the defendants to comply.

Fifth. Said citation does not mention the place where the office of the Clerk of said Court is kept and held.

Sixth. That the costs of the suit brought on the same cause of action in your Honorable Court by said Welsh against said defendants, and on which a judgment of nonsuit was rendered against said

Welsh, have not been paid, which costs said Welsh was decreed to pay said suit, being No. 537 on the docket of your honorable court.

Wherefore said Grinage prays, that said suit be dismissed at the costs of said Welsh.

E. STEVENS,
*Att'y of R. H. Grinage.*

Filed 16th September, 1845.

GEO. K. SHEIL,
*Deputy Clerk.*

Received of Thomas Welsh, payment in full of the costs in the case of said Welsh *vs.* R. R. Barrow and R. H. Grinage, No. 537 on the docket of the District Court of Terrebonne.

J. AYCOCK, *Clerk.*
A. LIRETTE.

Filed, 16th September 1845.

GEO. K. SHIEL,
*Deputy Clerk.*

THOMAS WELSH
vs.
R. R. BARROW and
R. H. GRINAGE.
} Second District Court, Parish of Terrebonne.

Be it known, that on this, the sixteenth day of September, 1845, the court took up for trial the exceptions of the defendant R. H. Grinage this day filed, being exceptions to the citation, and that the costs of a former suit against same defendants by said Welsh in this court, in which final judgment had been rendered, and said Welsh decreed by the Supreme Court to pay all the costs, on this day the plaintiff produced the receipts of the clerk and sheriff of the second District Court, holden for said Parish of Terrebonne, for their fees this day paid and produced in open court during the trial of said exceptions, the sum of $18.25, as the costs of the clerk of the Supreme Court, and tendered the same to R. R. Barrow in the presence of Alex. Lirette and J. M. Voris, called as witness thereto. It was admitted by the plaintiff, that the seal affixed to the citation was the same used by the clerk for the seal of the Parish Court, and that there was on the same "Parish Court Terrebonne;" that there was no other seal in the possession of said clerk for the use of the said District Court for said Parish of Terrebonne, all of which exceptions will more fully appear by reference to the same, as they appear on record as filed on this day, and there was no other evidence offered on the trial of said exception, except as stated above in this bill of exceptions.

The court is of opinion that the objection to the citation in not being sufficiently explicit in stating where the clerk's office, should be

overruled; that in stating it was in Houma, a village containing not more than three or four houses at the most, the party could easily have been directed to the house. In a large town such as New Orleans, such reference might not be sufficient to indicate the place, and should the village of Houma ever swell to that importance as to create a difficulty in discovering the place from such description, the court would probably require greater precision.

It appearing that the seal used, has been the same since the institution of the court; that the court never had any other; the court considers it the seal of the court, and that the objection to the same is not sustainable.

The party having produced receipts from the sheriff and clerk of the District Court for the full amount of their fees, and having at the same time tendered to R. R. Barrow in open court, the sum of $18.25, the amount of fees incurred in the Supreme Court, as endorsed on the copy of the judgment in said suit, it is a sufficient answer to this exception, and it has been so considered by the Supreme Court, and the court is of opinion that none of the exceptions can be maintained, and overruled; all of said exceptions to which opinion the said Grinage excepts, and offers this his bill of exceptions, which is allowed and signed in open court.

THOMAS C. NICHOLLS,
*Judge Second District.*

Filed 16th September, 1845.

GEO. K. SHIEL, *Dep'y Clerk.*

*Exceptions.*

THOMAS WELSH
vs.
R. R. BARROW and
R. H. GRINAGE.

To the Hon. the Second District Court of the State of Louisiana, holden in and for the parish of Terrebonne:—

The defendant, Robert Ruffin Barrow, excepts to the citation issued in this case, and avers that it contains none of the requisitions of articles 179 and 180 of the code of practice of the State of Louisiana; because the title of the suit is not correctly set forth in the citation, the number of the suit being omitted; because the place where the clerk's office is kept is not expressed, and because the time given the defendant to file his answer is not correctly and explicitly expressed, and for other causes said citation is defective, one of which is that it is not sealed with the seal of the court. Wherefore he prays that said suit be dismissed.

E. STEVENS,
*Attorney of R. R. B.*

Filed 20th September, 1845.

GEO. K. SHIEL, *Dep'y Clerk.*

*Affidavit.*

THOMAS WELSH
vs.
R. R. BARROW and
R. H. GRINAGE.
} Second District Court, parish of Terrebonne.

STATE OF LOUISIANA,
*Parish of Terrebonne:*

Personally came and appeared before the undersigned Robert Ruffin Barrow, who being first duly sworn, deposes and says, that the evidence of Thomas R. Shields, of Adams County, State of Mississippi, is material and important for him on the trial of the above entitled suit; that he expects to prove by said Shields that the amount which was due said Welsh for overseeing on the Myrtle Grove Plantation, in the parish of Terrebonne, during the year 1841, has been paid and discharged by said Shields, being the original cause of action out of which the above entitled grows.

That he cannot go safely to trial without the evidence of said Shields; that he has used due diligence to be prepared for trial, but is not prepared; that he expects to have the evidence of said Shields duly taken and be ready at the next term of this honorable court; that this application is not made for delay, but in order to obtain a fair trial on the merits, and that he wishes time to procure the receipts for said payment, if said Welsh executed one, and if the same can be obtained he will be enabled between this and the next term of this court to take the legal steps to effect the same.

R. R. BARROW.

Subscribed and sworn to in open court on this 20th Sept., 1845.

GEO. K. SHIEL, *Dep'y Clerk.*

Filed, 20th Sept., 1845.

GEO. K. SHIEL, *Dep'y Clerk.*

THOMAS WELSH
vs.
R. R. BARROW and
R. H. GRINAGE.
}

To the Honorable the Second District Court of the State of Louisiana, holden in and for the Parish of Terrebonne, in said district:

The defendants, Robert Ruffin Barrow and Richard H. Grinage, come into your honorable court and say, that they are advised that before they can answer in this case with such accuracy and precision as the law requires, it is necessary for them to ascertain the time when the salary of said Welsh for the year 1841, on the Myrtle Grove plantation, was paid by T. R. Shields, to whom said services were rendered; the knowledge of which payment is derived from the declarations made by said Welsh, who did not state the time

of payment, the said sum of nine hundred dollars and interest being the cause of action set forth in suit No. 396 on the docket of said court, and the payment of which is a discharge of the cause of action, set forth that defendants have not been able to ascertain the time of said payment, though due diligence has been used to discover the time; they have caused efforts to be made to ascertain the fact, but as yet without success. A letter has been addressed to T. R. Shields, Adams County, Mississippi, and forwarded accordingly, making inquiry when said payment was made, but no answer as yet has been received; they confidently expect to ascertain the time of said payment by the next term of this honorable court. They further pray, that they may be allowed till the next term of this court to file their answer in this case.

E. STEVENS,
*Attorney for Defendants.*

*Affidavit.*

THOMAS WELSH
vs.
R. R. BARROW and
R. H. GRINAGE.
} Second District Court, Parish of Terrebonne.

Personally came and appeared before the undersigned Robert Ruffin Barrow, one of the defendants in the above entitled suit, who, being first duly sworn, deposes and says, that to the best of his knowledge and belief all the allegations and averments contained in the foregoing application for further time to answer in the above entitled suit are true and correct, and that the application is not made for delay, but only to obtain a fair trial on the merits.

R. R. BARROW.

Sworn to and subscribed in open court, this 20th Sept., 1845.
GEO. K. SHEIL,
*Dep'y Clerk.*

*Answer.*

THOS. WELSH
vs.
R. R. BARROW and
R. H. GRINAGE.

To the Hon. the Second District Court of the State of Louisiana, holden in and for the Parish of Terrebonne:—

The answer of Robert Ruffin Barrow and Richard H. Grinage, both residents of said Parish of Terrebonne, respectfully represents, that they deny each and every allegation and averment in the plaintiff's petition contained, and will require strict legal evidence thereof on trial of said suit.

They further aver, that the cause of action grows out of a suit known on the docket of your Honorable Court, by No. 396; Thomas Welsh *vs.* T. R. Shields and *al.* by which the sum of nine hundred dollars and interest at five per cent. was claimed as the salary of said Welsh, for acting as the overseer on the Myrtle Grove plantation during the year 1841, in the employ of said Shields.

That since the trial and judgment rendered in the above entitled suit No. 396, it has come to respondent's knowledge from the statements and declarations of said Welsh, made since said trial and judgment, that he, said Welsh, had been paid by said Shields, the amount due for his salary as overseer on said Myrtle Grove plantation during the year 1841, but said Welsh did not state the time of said payment.

Wherefore respondents pray, that the demand of said Welsh be rejected, and they hence dismissed with their costs and for general relief in the premises.

E. STEVENS,
*Attorney of Respondent.*
GEO. K. SHEIL,
*Deputy Clerk.*

Filed 20th Sept. 1845.

*Bill of Exceptions.*

THOS. WELSH
vs.
R. R. BARROW and
R. H. GRINAGE.
} Second District Court, Parish of Terrebonne.

Be it known, that on this the 20th day of September, 1845, the defendants filed their written application for further time to answer the plaintiff's petition for the reasons and causes therein stated, supported by affidavit also on file of same date, which application and affidavit show clearly the grounds on which the application was based, and are referred to for greater certainty; after hearing the argument of counsel, the court overruled the application, to which defendants excepted, and offer this their bill of exceptions. The court was of opinion, that inasmuch as the Supreme Court had overruled the decision of this court, predicated on the insufficiency of the plea of payment, (which plea this court had considered bad for want of dates or allegation when payment was made); said Supreme Court had virtually decided, that in this case at least plea of payment was good without specification of time, date, or other formality, and consequently dispenses with the necessity of further time to enable the party to add to his plea an ingredient (that is the date when made) which the Supreme Court declares to be perfectly good without it.

THOS. C. NICHOLLS,
*Judge Second District.*
GEO. K. SHEIL, *Deputy Clerk.*

Filed 20th September, 1845.

903.

*Affidavit.*

STATE OF LOUISIANA,
*Parish of Terrebonne:*

Personally appeared before the undersigned Robert Ruffin Barrow, who, being first duly sworn, deposes and says, that he is very sick and seriously indisposed, and has been so since the fifteenth instant; that for several days previous he was quite unwell; that in consequence of said indisposition and sickness, he has been unable to attend to his business, that he has been entirely unable to confer with his counsel respecting his suits pending in the Fifth District Court for the Parish of Terrebonne; that his personal attendance during the trial of the suits in which he is a party, is indispensably necessary, particularly in the cases of Thos. Welsh *vs.* him, Holden Wright *vs.* him, of him *vs.* Wright & al.; that should his causes be tried without his being present, he verily believes and fears that great injustice would be done him in consequence of his being not present, and not having been able to make the necessary preparation for trial; that E. Stevens is his counsel in all the cases now pending before said Court, and sole counsel except in the case of Welsh *vs.* Barrow, in which Mr. Nicholls, now absent, is associated; that said Stevens is sick, and unable to attend to said suits, as affiant verily believes, and that affiant is unable to confer with counsel or to give instructions or directions respecting his said suits; that this affidavit is not made to obtain delay, but only to obtain fair trials, and that he trusts he may recover his health and be ready for trial by the next term of the honorable court.

R. R. BARROW.

Subscribed and sworn to before me, at the residence of said Barrow, on this the 21st September, 1846.

J. AYCOCK,
*Clerk 5th Dist. Court, Terrebonne.*

*Affidavit.*

THE STATE OF LOUISIANA,
*Parish of Terrebonne:*

Elisha Stevens appeared before the undersigned, and who, being first duly sworn, deposes and says, that he is sick and is unable to attend to his suits (this is suits in which he is of counsel) now pending before the Fifth District Court for the Parish of Terrebonne; that he is of counsel in all the cases in which R. R. Barrow is a party, and sole counsel except in the case of Thos. Welsh *vs.* R. R. Barrow, in which Nicholls, Esq., is associate counsel, and he is now absent, having enlisted in the U. S. Army, in Mexico.

E. STEVENS.

Subscribed and sworn to before me, on this the 21st day of September, 1846.

J. AYCOCK,
*Clerk 5th Dist. Court, Terrebonne.*

*Bill of Exceptions.*

THOS. WELSH
vs.
R. R. BARROW and
R. H. GRINAGE. } Fifth District Court, Parish of Terrebonne.

Be it known, that during the trial of this suit the plaintiff offered the depositions of Thomas Shields, to the reception of which the defendant objected on the ground that the interrogatories had not been served on R. H. Grinage, one of the defendants; but the Court overruled the objection, received the evidence against the defendant Barrow, to which the defendants excepted, and offer this their bill of exceptions, which having been submitted to the counsel of plaintiff is allowed, and signed, and ordered to be filed.

DAVID A. RANDALL,
*Judge of the 5th Judicial District.*

Filed, 20th March, 1847.

J. AYCOCK, *Clerk.*

THOMAS WELSH
vs.
R. R. BARROW & GRINAGE. } Testimony taken down on the trial of the cause.

Plaintiff's testimony. Bond offered. The signatures of the parties to the same are admitted by defendant's counsel. Writ of *fi. fa.* No. 396, and the Sheriff's return thereon, marked A. The entire record, No. 396, including the judgment of the Supreme Court. Evidence of Thomas R. Shields taken under a commission. Plaintiff's testimony closed. Defendant's testimony. The record of suit No. 497, on the former docket of the 2d District Court. Testimony closed.

J. AYCOCK, *Clerk.*

Interrogatories to be propounded to Thomas R. Shields, of the Parish of Terrebonne, at present absent in the City of New Orleans, on the part of the plaintiff in the above entitled case:—

Interrogatory 1st. Do you know the parties to this suit?

2d. Was the plaintiff engaged as overseer on your plantation, called the Myrtle Grove, in the Parish of Terrebonne, during the years 1841 and part of 1842, and for several years previous?

3d. Have you ever paid plaintiff his wages for the year 1841, or did you ever give him a note or obligation therefor?

4th. Have you ever given the plaintiff any note for his services to you as an overseer, and if so, state when, if you recollect it, and for what year's services it was given?

5th. State all your outstanding transactions with plaintiff as fully as you can recollect them; what sums you yet owe him, and whether they are due on note, written obligation, or otherwise.

904.

6th. State any other fact you may know of importance to plaintiff.

J. E. BEATTY, *Att'y of Plaintiff.*

True copy from the original on file in the clerk's office.

Clerk's Office, Parish of Terrebonne, February 20th, 1847.

J. AYCOCK,
*Clerk 5th District Court, Terrebonne.*

Received this copy of interrogatories and true copies of the same, on the 22d of February, 1847, and served the same on the 23d day of said month and year, by delivering said true copies of interrogatories at the usual place of residence of defendant, which is at about two miles from the court-house, in this parish, to Mr. Alexander Henry, a free white person, apparently above the age of fourteen years, and personally known to me, living in the house of the defendant, Mr. R. R. Barrow, who was at that time absent.

I make this my return this the 2d of March, 1847.

L. HYMEL, *D'y Sheriff.*

The State of Louisiana—Fifth Judicial District Court, sitting in and for the Parish of Terrebonne.

THOMAS WELSH
vs.
R. R. BARROW *et al.*

To any Judge or Justice of the Peace in and for the Parish of Orleans:—

Know ye, that reposing special trust and confidence in your prudence and fidelity, we do by these presents give unto you authority diligently to examine Thomas R. Shields, witness on the part of the plaintiff, in a certain suit now pending in our said court, in which the said Thomas Welsh is plaintiff, and said R. R. Barrow is defendant.

Therefore we desire you, that at a certain time and place by you to be appointed for that purpose, you cause the same witness to come before you, that you then and there examine the said Shields on oath taken before you upon the Holy Evangelists; that you reduce examination to writing; and when you shall so have taken it, that you send the same with this writ closed up under your private seal to us, in our said Fifth Judicial District Court at the said Parish of Terrebonne forthwith.

Witness, the Hon. David A. Randall, Judge of our said Court, this fifth day of March, 1847.

J. AYCOCK,
*Clerk Fifth District Court, Terrebonne.*

Fifth Judicial District Court sitting in and for the Parish of Terrebonne.

THOMAS WELSH
vs.
R. R. BARROW *et al.* } No. 18.

By virtue of the annexed commission, directed to any Judge or Justice of the Peace for the Parish of Orleans, from the honorable the District Court in and for the Parish of Terrebonne, State of Louisiana, dated March 5th, 1847, I, C. B. Beverly, a Justice of the Peace for the Parish of Orleans, State of Louisiana, this 12th day of March, A. D. 1847, took the deposition of Thomas R. Shields, first having sworn him upon the Holy Evangelists of Almighty God, to tell the truth, the whole truth, and nothing but the truth, which said depositions were taken at my office, No. 60 Royal Street, between Custom-house and Bienville Streets, in the City of New Orleans, and which said deposition is to be read in evidence in the above entitled suit.

*Answers.*

To first interrogatory—I do.

To 2d—He was.

To 3d—I have not paid plaintiff his wages for the year eighteen hundred and forty-one; nor have I ever given him any note or obligation therefor.

To 4th—I have given the plaintiff notes at different times, at our annual settlements for his services, prior to the 1st January, eighteen hundred and forty-one, and at a final settlement for those services on the 24th Feb., 1843, I gave him my note for six hundred and fifty-seven dollars 34 cents, which embraced the amount I then owed him for his services as my overseer on Myrtle Grove plantation, prior and up to the 1st of January, eighteen hundred and forty-one.

To 5th interrogatory—I owe the plaintiff the notes mentioned in the preceding answer, deducting some credits which appear, or should appear on its back. I also owe him nine hundred dollars for overseeing on the Myrtle Grove plantation during the year eighteen hundred and forty-one, with interest on the same from the end of said year; and I also owe him about seven hundred and seventy-two dollars and fifty cents for ten months and nine days overseeing, during the year eighteen hundred and forty-two, with interest on the same from the end of that year. No note or notes, or other written obligation, have been given for either of the two last-mentioned debts.

To 6th—For full information on the subject, I submit a true and exact transcript of my account with Thomas Walsh, opened on the 22d of May, 1841, with his receipts included in the same, showing the nature of our final settlement, which said account is hereto annexed.

THOS. R. SHIELDS.

Sworn to and subscribed before me, New Orleans, March 12th, 1847.

C. B. BEVERLY,
*Justice.*

STATE OF LOUISIANA,
*Parish and City of New Orleans:*

I, C. B. Berverly, a Justice of the Peace for the parish of Orleans, State of Louisiana, duly commissioned and sworn, do hereby certify that the foregoing depositions of Thomas R. Shields was taken by virtue of the annexed commission. That the said deposition was reduced to writing by the witness himself, and that he declared, under oath, to me that he had read the interrogatories to him propounded and hereto annexed, and that he subscribed the same in my presence.

In witness whereof, I have hereunto set my hand, at the city of New Orleans, this twelfth day of March, A. D. 1847, and of the 71st year of the Independence of the United States.

C. B. BERVERLY,
*Justice.*

*Thos. R. Shields in Account with Thos. Walsh, Overseer.*

| | Dr. |
|---|---|
| To wages paid Monroe to supply your place, . . . . | $58 33⅓ |
| To 273 lbs. sugar, at 3 cents, delivered by Monroe, . | 8 19 |
| To cash from blotter, . . . . . | 5 00 |
| To cash paid oysterman from blotter, . . . . . | 3 00 |
| To cash paid Mrs. Jones for you, (John Walsh), . . . | 17 50 |
| To cash paid R. H. Grinage account, . . . . . | 200 00 |
| To do. your due bill to Chapman & Shinn, . . . . | 23 30 |
| To cash paid A. Verret's account, 1841, . . . . . | 19 68 |
| To C. Rockwood's account, 1841, . . . . . | 163 91 |
| | 498 61⅓ |
| Note payable in the month of Mareh next given in settlement, . . . . . | 1253 00 |

Received the above notes in settlement of the above account. This settlement does not affect my rights to wages as overseer on Myrtle Grove plantation during the years eighteen hundred and forty-one or eighteen hundred and forty-two, in any manner.

(Signed) THOMAS WALSH.

*Feb. 16th*, 1843.

Omitted to be charged in the above account $56 54 cents paid Bledsoe for you (see page 38). This amount must therefore be deducted from or credited on the notes.

*Thos. Walsh (overseer) continued.*

| | |
|---|---|
| To the above specified amount paid Bledsoe, . . | 56 54 |

| | |
|---|---|
| To bill of articles got on my account of Millard & Armitage, August 1st, 1841, . . . . . | 30 50 |
| To difference between credits for and charge for horse Charley, acct. page 10, . . . . . | 10 00 |
| | 97 04 |
| Note given this day, 24th Feb. 1843, . . . . | 657 34 |
| | 754 38 |

Sundry persons. Cr.
Thomas Walsh (overseer).

| | |
|---|---|
| By note bearing date June 21st, 1840, with interest, | 400 00 |
| By interest from date, 2 years, . . . . . | 80 00 |
| By note of date 22d of May, 1841, bearing interest, | 500 00 |
| By one year's interest, . . . . . | 50 00 |
| | 1030 00 |
| By Grinage, and Chapman's and Shinn's accounts charged opposite paid by himself, . . . . | 223 00 |
| | 1253 00 |

*Thos. Walsh (overseer) continued.*

| | |
|---|---|
| By note 16 Feb. 1843 (returned). | 754 38 |

THOMAS WELSH
vs.
ROBERT RUFFIN BARROW
AND RICHARD H. GRINAGE.

This is an action brought by the plaintiff, Thomas Welsh, on a bond executed by the defendants, Robert Ruffin Barrow and Richard H. Grinage, in favor of Alexander Lirette or Thomas Welsh, in order to set aside a sequestration of certain property of the defendant, Barrow, which had been taken into possession by the Sheriff, under a writ of sequestration, issued in the suit of the present plaintiff against Thomas R. Shields and *al.*, being suit No. 396 on the Docket of the former 2d District Court for the Parish of Terrebonne. The bond sets forth that Welsh had commenced suit against Barrow by sequestration, and that Barrow being desirous to procure possession of the sequestered property, he and his security, Grinage, bind themselves well and truly to satisfy such judgment as might be rendered in the case, in which the sequestration has issued to wit, the case No. 396. A final decree of the Supreme Court was rendered in that case, ordering the sequestrated property to be sold to satisfy the judgment rendered by the inferior court against Thomas R. Shields, that for the sum of nine hundred dollars, with five per cent. interest from the 27th December, 1842, till paid, and the costs of that suit, after the return of the judgment of the Supreme Court,

the plaintiff, Welsh, issued execution, and the Sheriff called on the defendant, Barrow, to deliver up the sequestered property, which he refused to do, as is shown by the Sheriff's return introduced on the trial without opposition. The plaintiff thereupon instituted this action on the bond, which is resisted, namely, on the ground that Shields has himself satisfied the claim of Welsh. The evidence satisfies the court that there is no ground for this defence, and the law being in favor of plaintiff, it is ordered, decreed, and adjudged that he recover of the defendant, jointly and severally, the sum of nine hundred dollars, with five per cent. interest from the 27th December, 1842 till paid, and the costs of suit No. 326 and of this suit.

DAVID A. RANDALL,
*Judge of Fifth Judicial District.*

March 24th, 1847.

Know all men by these presents, that we, Robert R. Ruffin and Richard H. Grinage as principals, and Joshua B. Bond as security, are justly and truly, and jointly and severally indebted to Thomas Welsh in the sum of twenty-five hundred dollars to the payment of which sum well and truly to be made we firmly bind ourselves by these presents. The condition of the above obligation is such that whereas a suspensive appeal has been taken from the judgment rendered in the case of Thomas Welsh *vs.* Robert Ruffin Barrow and R. H. Grinage by the Fifth District Court of the State of Louisiana, holden in and for the Parish of Terrebonne, No. of the Docket of said Court, which appeal is returnable to the Supreme Court of the State of Louisiana. Now the condition of this obligation is such, that if said appeal shall be prosecuted with effect on such judgment as may be rendered shall be satisfied, then this obligation shall be null and void; and otherwise to remain in full force.

*Witness*
E. STEVENS.

R. R. BARROW,
R. H. GRINAGE,
J. B. BOND,
JOHN McDONALD.

*Huma*, March, 1847.

Filed, 27th March, 1847.

J. AYCOCK, *Clerk.*

*Supreme Court of the State of Louisiana, Monday, Jan. 31st*, 1845.

The Court met. Present, their honors George Eustis, Chief Justice; P. A. Rost, George R. King, and Thomas Slidell, Associate Justices.

THOMAS WELSH, app'ee
vs.
R. R. BARROW, app't. } 756.

Appeal from the Fifth District Court of the Parish of Terrebonne.
In this cause the Court this day delivered their opinion in writing

in the words and figures following: This case is a branch of the litigation of which the plaintiff has had the benefit at the hands of the defendant, and those in whose place he stands. The counsel who argued the case before us, and who is not responsible for the mode of conducting it in the court below, has presented but one single point for our consideration, and we are constrained to say there is nothing we can find in the proceeding which relieves this appeal from the charge of being without cause and vexatious.

It is therefore ordered, adjudged, and decreed, that the judgment of the court below be affirmed, with ten per cent. damages.

(A true copy.) Clerk's office, New Orleans, February 4th, 1848.

EUGÈNE LASEU, *Clerk.*

STATE OF LOUISIANA,
*Parish of Terrebonne:*

I, the undersigned Clerk of the Fifth Judicial District Court sitting in and for the Parish of Terrebonne, do hereby certify that the foregoing documents are true copies drawn from the originals on file in the case of Thomas Welsh *vs.* Robert Ruffin Barrow and Richard H. Grinage, No. 18, on the docket of said court.

And I do further certify, that Robert R. Barrow has paid an amount sufficient to said Welsh on the judgments obtained by him against said Barrow if applied in that way to satisfy the principal, interest, and costs in this case, as well as in the case of Thomas Welsh *vs.* Robert R. Barrow, No. 104, on the docket of said court.

Witness my hand and the impress of the seal of said court, this 13th day of May, A. D. 1852.

[SEAL.] J. AYCOCK, *Clerk.*

No. 9. Offered by Plaintiff.

List of endorsers and the places to which notices of protest are to be sent.

William Bisland—Natchez, Missi. and Washington, Missi.

George S. Guion—Thibodeauxville, Lafourche Interior.

John P. Watson—Houma, parish of Terrebonne, La., and Natchez, Miss.

V. P. Winder—Houma, parish of Terrebonne, La.

Victoire Shields—Churchill post-office, Jefferson Co., Miss., and also Natchez, Miss.

W. B. Shields—Houma, parish of Terrebonne, also Churchill post-office, Jefferson Co., Miss., and Natchez, Miss.

G. W. Squires being duly sworn, deposes that the residences and post-offices of the above mentioned parties are correctly stated in the preceding list, that is, their residences and post-offices in 1843 and 1844. He further says that William Bisland died in 1847, leaving a widow and a number of children. The affiant knows John R. Bis-

land and William Bisland, two of the sons, and Mrs. Lambdin. The former two now reside in the parish of Terrebonne. The witness knows the handwriting of the drawers and endorsers of the notes, dated the 9th of November, 1842, referred to in the act passed before Leufroy Barras, parish judge of the parish of Terrebonne, on November 9, 1842, except Wm. Bisland and Mrs. Victoire Shields. Having inspected said notes, he says they are truly signed and endorsed by the persons whose signatures appear to them.

GEO. W. SQUIRES.

Sworn to and subscribed before me in open court, this 3d November, 1852.

J. W. GURLEY, *Clerk.*

Endorsed: "Filed in evidence by pl'ff, 3d Nov. 1852.
J. W. GURLEY, *Clerk.*"

*Certificate of Mortgages.* Marked C, No. 10, Pl'ffs.

STATE OF LOUISIANA,
*Parish of Terrebonne:*

I, the undersigned, parish judge for the parish of Terrebonne, and ex-officio recorder of mortgages in the same, duly commissioned and sworn, do hereby certify that against Thomas R. Shields of this parish, there is the following mortgages inscribed in this office, and no other, viz:—

1st. One consented in favour of the Union Bank of Louisiana, by said Thomas R. Shields and wife, for the sum of eleven thousand two hundred dollars, by act passed before Adolphe Mazareau, notary public in and for the parish of New Orleans, dated 19th January, 1833, and recorded in this office the 12th February, 1833, which mortgage bears on a certain undivided half of a sugar plantation situate in this parish, on Bayou Terrebonne, together with twelve negro slaves and their increase, as may be better seen by reference to said act.

2d. One in favor of Robert R. Barrow, for the sum of one hundred and eighty-two thousand dollars, consented by said Thomas R. Shields, by act passed before me on the twenty-seventh day of July, 1836, and recorded on the same day, which bear on a certain sugar plantation, also a cotton plantation, situated both in this parish, purchased on said 27th July, 1836, by said Thomas R. Shields, from said R. R. Barrow, together with seventy-five negro slaves, as may be seen by reference to said act of sale and mortgage of 27th July, 1836.

3d. One in favor Pre. Bertin Roussel, for the sum of nineteen thousand dollars, consented by said Thomas R. Shields, in favor of said Roussel by act passed in this office on the 12th August, 1836, and recorded on the same day, which mortgage bears on a certain

tract of land situate in this parish, purchased on said day by said Shields from said Roussel, and more fully described in said act of 12th August, 1836, as may be seen by reference to said act.

4th. A judicial mortgage resulting from a judgment entered in the United States Circuit Court, Eastern District of Louisiana, on the first of July, 1842, and signed by judge of said court, on the seventh July, 1842, which judgment is against Thomas W. Shields, and in favor of William Bisland for the sum of forty-seven thousand three hundred and seventy-four $\frac{35}{100}$ dollars, recorded in this office on the 10th July, 1842.

5th. A judicial mortgage resulting from a judgment rendered by the Second Judicial District Court, on the 23d September, 1842. One in favor of Van P. Winder, and against said Shields, for the sum of five thousand dollars, with interest at eight per cent. per annum from 10th April, 1842, and costs of protest and of suit recorded 30th September, 1842.

6th. A judicial mortgage resulting from a judgment rendered by the Second Judicial District Court, on the 26th Sept., 1842, in favor of Antoine A. Laforest, for the sum of two thousand seven hundred and sixty-one dollars, six and two-thirds cents, with ten per cent. interest per annum from 23d December, 1839, and costs of suit.

In witness whereof, I have presents set my hand and official seal, this the 8th December, A. D. 1842.

N. B. The last mentioned judicial mortgage drawn from a special mortgage in favor of A. Laforest, on the tract of land sold by said Laforest to said Shields, called the Cazeaux tract.

[SEAL.] L. BARRAS, *Judge.*

Endorsed: "(No. 10 Pl'ffs.) "C." Filed in evidence by Pl'ff, 3d Nov. 1852.

J. W. GURLEY, *Clerk.*"

And afterwards, to wit: On the 4th day of March, A. D. 1852, the court rendered a final judgment, which was entered of record in the minutes, and is in the words and figures following, to wit:—

*New Orleans*, Thursday the 4th Nov., 1852.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge.

R. R. BARROW
vs.
SHIELDS & BISLAND. } 1042.

This cause came on to be heard at this term of the court, upon the original bill, cross bills and answers, and was argued by counsel on behalf of R. R. Barrow, and thereupon upon consideration thereof, it is ordered, adjudged, and decreed as follows, viz.: That the agreements contained in the act passed between the parties hereto, on the 9th of

November, 1842, before Leufroy Barras, Parish Judge, and ex-officio notary public, in and for the Parish of Terrebonne, be specifically performed, and that the promissory notes identified with the act of sale from R. R. Barrow to Thomas R. Shields, passed on the 27th of July, 1836, which were unpaid at the time of filing the original bill, amounting to one hundred and nineteen thousand nine hundred and fifty-six dollars and thirty-five cents, and were deposited by the complainant, R. R. Barrow in court, on the ——— 1843, and are still so deposited, be considered as cancelled and extinguished; and it is further ordered, that Victoire Shields and William B. Shields, pay jointly and severally to the complainant, Robert R. Barrow, the sum of nine thousand five hundred and thirty-three dollars and thirty-three and one-third cents ($9533 33⅓) with ten per cent. interest on four thousand seven hundred and sixty-six dollars and sixty-six and two-third cents, ($4766 66⅔) from the 3d of April, 1843, and the like interest on the further sum of four thousand seven hundred and sixty-six dollars and sixty-six and one-third cents, ($4766 66⅓) from the 3d of April, 1844, until final payment, and twelve dollars costs of protest; that the defendants, Van P. Winder and George S. Guion, pay jointly and severally to said R. R. Barrow, the sum of four thousand five hundred dollars, with ten per cent. interest per annum, on two thousand seven hundred and fifty dollars from the 3d of April, 1843, and the like rate of interest on the further sum of two thousand seven hundred and fifty dollars from the 3d of April, 1844, until final payment, and twelve dollars costs of protest; that the widow and heirs of the late William Bisland, to wit: Leonora Bisland, the widow of said William Bisland in her own right, and as tutrix of John R. Bisland, Elizabeth Bisland, Jane Bisland, Thomas Bisland, and Leonora Bisland, the issue of her marriage with the said late William Bisland, and the said children individually if they have already attained or shall attain the age of majority before the decree is satisfied, and Bisland, the wife of Samuel H. Lambdin, Bisland, the wife of Benjamin Williams and William R. Bisland, who are also children and heirs of the said late William and the said Leonora Bisland, and are of age, do pay to the said R. R. Barrow, the sum of ten thousand dollars, with ten per cent. interest on five thousand dollars, from the 3d of April, 1843, and the like interest on the further sum of five thousand dollars from the 3d of April, 1844, until final payment, and six dollars costs of protest. That the said widow and heirs of the late William Bisland, do further pay to the said R. R. Barrow, jointly and severally with Richard E. Butler, the testamentary executor of the late Richard G. Ellis, and also jointly and severally with the widow and heirs of the said R. G. Ellis, viz: Mary Jane Towson, the widow of R. G. Ellis in her own right, and as natural tutrix of her and the said Ellis's minor children, viz: Eliza B. Ellis, Richard G. Ellis, Thomas N. Ellis, Towson Ellis, Margaret Ellis, Butler Ellis, Mary S. Ellis, and William C. Ellis, the sum of six thousand nine hundred and sixty-

six dollars and sixty-six and one-third cents, with ten per cent. interest on three thousand four hundred and eighty-three dollars and thirty-three and one-third cents from the 3d of April, 1843, and with the like interest on the further sum of three thousand four hundred and eighty-three dollars and thirty-three and one-third cents from the 3d of April, 1844, until final payment, and six dollars costs of protest.

And it is further ordered that the defendant, Thomas R. Shields, pay to the said R. R. Barrow the privileged debts which by the said act of Nov. 9th, 1842, he and the other defendants in this suit had bound themselves to pay, and which they neglected, and which the said R. R. Barrow was compelled to pay together with the costs and damages which the said R. R. Barrow had to pay in the suits instituted against him in this behalf, viz: One hundred and seventy-five dollars, the amount of the judgment obtained by King & Grissmore on 29th April, 1843, in their suit against Thomas R. Shields, in the 5th District Court of the State of Louisiana, in and for the parish of Terrebonne. The further sum of seven hundred and seventy-two dollars and fifty cents with five per cent. interest from the 16th February, 1847, amount of the judgment rendered by the 5th District Court of Louisiana, in and for the parish of Terrebonne, in suit No. 104, entitled Thos. Walsh *vs.* R. R. Barrow, as amended by the Supreme Court. The further sum of nine hundred dollars with five per cent. interest from the 27th Dec., 1842, and ninety dollars damages, amount of the judgment rendered by the 2d District Court of Louisiana in and for the parish of Terrebonne, on the 24th March, 1847, and confirmed with ten per cent. damages by the Supreme Court of Louisiana, in the suit of Thomas Walsh *vs.* R. R. Barrow & R. H. Grinnage, numbered 18; and the further sum of two hundred and fifty dollars and ninety cents costs of suit.

And it is further ordered that the other defendants in this suit pay jointly and severally with the said Thomas R. Shields to the said R. R. Barrow the said sum of $2,188 40, two thousand one hundred and eighty-eight dollars and forty cents with five per cent. interest on nine hundred dollars, from the 27th December, 1842, and on seven hundred and seventy-two dollars and fifty cents from the 16th of February, 1847, and that they severally pay the sum in the same proportion in which they contributed towards the payment of the sum of thirty-two thousand dollars which they bound themselvrs to pay by said act of 9th Nov., 1842, to wit: The said Victoire Shields fourteen eighty-nine hundredths ($14\frac{89}{100}$) per cent. thereof. The said William B. Shields also fourteen eighty-nine hundredths ($14\frac{89}{100}$) per cent. thereof. The said George S. Guion eight fifty-nine hundredths ($8\frac{59}{100}$) per cent. thereof. The said Van P. Winder also eight fifty-nine hundredths ($8\frac{59}{100}$) per cent. thereof. The said legal representatives of R. G. Ellis, twenty-one seventy-seven hundredths ($21\frac{77}{100}$) per cent. thereof; and the said legal representatives of William Bisland thirty-one twenty-five hundredths ($31\frac{25}{100}$) per

cent. thereof. The share of said Victoire Shields being three hundred and twenty-five dollars and eighty-seven cents, of which one hundred and thirty four dollars and nine cents bear five per cent. interest from 27th December, 1842, and one hundred and fifteen dollars and six cents bear the like rate of interest from 16th February, 1847. The share of said William Bisland being the same as that of the said Victoire Shields. The share of the said Van P. Winder being one hundred and eighty-eight dollars, of which seventy-seven dollars and thirty-nine cents bear five per cent. interest from the 27th December, 1842, and sixty-six dollars and thirty-nine cents from the 16th February, 1847. The share of the said G. S. Guion being the same as that of the said Van P. Winder. The share of the said legal representatives of R. G. Ellis being four hundred and seventy-five dollars and ninety-three cents, of which one hundred and ninety-five dollars and seventy-one cents bear five per cent. interest from the 27th of Dec., 1842, and one hundred and sixty-eight dollars and twenty-one cents bear like interest from the 16th of February, 1847; and the share of the said legal representatives of William Bisland being six hundred and eighty-four dollars and eighty-eight cents, of which two hundred and eight-one dollars and thirty-three cents bear five per cent. interest from the 27th December, 1842; and two hundred and forty-one dollars and forty-four cents bear like interest from the 16th February, 1847.

And it is further ordered that the said Thomas R. Shields shall warrant to the said R. R. Barrow, the title and possession and freedom from all incumbrances of the slave Liza and of her offspring if any she has, and that the other defendants shall also remain the warranters of the said R. R. Barrow in the above mentioned proportions.

And it is further ordered that the said Thomas B. Shields, shall execute in favor of the said R. R. Barrow any transfer or retrocession of the property intended to be reconveyed to him by said act of 9th Nov., 1842, which the said R. R. Barrow may have a right to require by the agreements contained in said act. Said transfer and retrocession to be approved by a master of this court, and that on the said Thomas R. Shields failing to do so, this decree shall stand in lieu of said transfer and retrocession.

Further ordered that the defendants pay the costs of this suit.

*Extract from the Minutes.* Motion to set aside the Decree.

*New Orleans*, Tuesday, 9th November, 1852.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge.

R. R. BARROW vs. SHIELDS & BISLAND. } 1042.

On motion of J. M. Chilton, Esq., it is ordered that the plaintiff

R. R. Barrow, show cause on Saturday next, the 13th instant, at 10 o'clock A. M., why the decree herein rendered should not be set aside, for the following reasons:—

First. That counsel for defendants had no legal or actual notice that said cause was set for trial, or to be tried on the day of the trial thereof.

Second. That said cause was improperly set for trial and was not ready for trial when the same was set.

Third. That the trial of said cause and the decree ordered thereon was *exparte*, irregular, and void.

Fourth. For other causes to be assigned at the hearing of this Rule.

*Stipulation for opening Decree.* Filed, 13th Nov. 1852.

If an appearance is made under the bills of revivor in the name of all the heirs of Wm. Bisland and R. G. Ellis, as also of their husbands, if any of the female heirs should now be married, said appearance also to declare which of said heirs are now of age, and if all technical exceptions to the mode of taking the depositions or testimony are waived, I consent to open the judgment provided the case is immediately tried over again.

L. JANIN,
*Counsel for R. R. Barrow.*

Consented to, and the case agreed to be fixed for Saturday, the 20th Nov. 1852, and the appearance to be filed before that day.

A. N. OGDEN,
*For Heirs of Bisland.*

LOUIS JANIN,
*For R. R. Barrow.*

JNO. M. CHILTON,
*For self and C. Roselius.*

*Extract from the Minutes. Continuance and assignment for trial.*

*New Orleans*, 13th Nov. 1852.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge.

R. R. Barrow
vs. } 1042.
Shields & Bisland.

The Rule herein taken on part of defendants on the 9th instant having been assigned for this day, was called up, present Messrs. Janin, Ogden, and Chilton, when the trial of the Rule was waived, and by written stipulation of counsel filed, it was agreed that the

decree herein rendered should be opened on the conditions therein set forth, and that the said cause be assigned for trial for Saturday next, the 20th instant, at 11 o'clock A. M.

*Answer of the Heirs of William Bisland to Bill of Revivor.*

R. R. BARROW vs. BISLAND AND SHIELDS. } U. S. Circuit Court, sitting in Chancery.

The answer of Jane Bisland, wife of Samuel H. Lambdin, and her husband, the said Samuel H. Lambdin, of Elizabeth Bisland, wife of Benjamin Williams, and her husband the said Benjamin Williams, of William A. Bisland, of John R. Bisland, and of Leonora Bisland, tutrix of her minor children, Leonora and Thomas Bisland, all children and heirs of William Bisland, deceased, to the bill of revivor filed by the complainant, with respect represents: Your respondents adopt and plead all the allegations and matters of defence heretofore set up and pleaded by their ancestor, the said William Bisland, in his answer and cross bill, and pray that the complainants' original and amended bill be dismissed, and that respondents may recover their costs to be taxed.

A. N. OGDEN,
*Solicitor for Respondents.*

The above is filed *nunc pro tunc* to operate as if filed at the proper term.

A. N. OGDEN,
LS. JANIN,
*Of Counsel for R. R. Barrow.*

Endorsed: "Filed 20th Nov. 1852.
J. W. GURLEY, *Clerk.*"

*Answer of Mary Jane Towson, for herself and as tutrix.*

To the Judges of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana:

Mary Jane Towson, the widow of the late Richard G. Ellis, acting herein both as widow in community and as tutrix of Mary L. Ellis, Towson Ellis, William C. Ellis, and Anna Ellis, her minor children by her marriage with the said late Richard G. Ellis, and Eliza B. Ellis, the wife of Braxton Bragg, who authorizes and joins her in this suit, Richard G. Ellis, Jr. and of Thomas N. Ellis and Richard E. Butler, testamentary executor of the late Richard G. Ellis, now appear in court by their counsel and say, that since the institution of this suit, the said Richard G. Ellis, Sr., has departed this life, leaving a will, by which the said Richard E. Butler was appointed his testamentary executor, in which capacity he is still acting; that he

left the said Mary Jane Towson, his widow in community; that said Mary Jane Towson was thereafter duly confirmed as the natural tutrix of his minor children; that four of said children, to wit: the said Mary L. Ellis, Towson Ellis, William C. Ellis, and Anna Ellis, are still minors; that the said Richard G. Ellis, Jr., Thomas N. Ellis, and Elizabeth Ellis, are now of age, and that the said Elizabeth Ellis has lately been married to the said Braxton Bragg, and that the said children of said R. G. Ellis are his only heirs. And they further say that they join in and adopt all the pleas, demurrers, and answers heretofore filed in this suit, and under the cross bill by the said Richard G. Ellis, or his said widow and heirs.

C. ROSELIUS, *Solicitor.*

The above answer and appearance is filed *nunc pro tunc*, to be operative as if it had been filed when the above-mentioned changes in the parties took place.

C. ROSELIUS,
L. JANIN,
*Of Counsel for R. R. Barrow.*

Endorsed: "Filed 20th Nov. 1852.
J. W. GURLEY, *Clerk.*"

*Extract from the Minutes*—Submission.

*New Orleans*, Saturday, the 20th Nov., 1852.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, Dist. Judge.

R. R. BARROW
vs.
SHIELDS & BISLAND. } No. 1042.

This case having been assigned for hearing for this day on Saturday last, was called up. Present Louis Janin for plaintiff, Barrow, and John M. Chilton and A. N. Ogden for defendants. When by consent of parties, the cause was submitted to the Court, on the pleadings and evidence on file, with leave to the parties to file briefs, provided they be handed in within one week from this date.

And afterwards, to wit: on the 15th day of December, A. D. 1852, the Court rendered a final decree in this case, which was entered of record in the minutes, and on the 20th day of December, A. D. 1852, the said final decree was recorded on the Judgment Docket in the words and figures following, to wit:—

*New Orleans*, Wednesday, 15th December, 1852.

(April Term, A. D. 1852.)

Court met pursuant to adjournment. Present, Hon. Theodore H. McCaleb, Dist. Judge.

R. R. BARROW
vs.
SHIELDS & BISLAND. } No. 1042.

The decree heretofore rendered herein having been opened by consent of parties, this cause came on to be further heard at this term of Court, upon original bill, cross bills, and answers, and was argued by counsel: and thereupon, upon consideration thereof, it is now ordered, adjudged and decreed as follows, viz:—

That the agreement contained in the act passed between the parties hereto, on the 9th of November, 1842, before Leufroy Barras, Parish Judge, and ex officio notary public, in and for the parish of Terrebonne, be specifically performed, and that the promissory notes identified with the act of sale from R. R. Barrow to Thomas R. Shields, passed on the 27th July, 1836, which were unpaid at the time of the filing of the original bill, amounting to one hundred and nineteen thousand nine hundred and fifty-six dollars and thirty-five cents ($119,956 35), and were deposited by complainant, R. R. Barrow, in court on ——————, 1843, and are still so deposited, be considered as cancelled and extinguished. And it is further ordered that Victoire Shields and William B. Shields pay jointly and severally, to the complainant, Robert R. Barrow, the sum of nine thousand five hundred and thirty-three dollars and 33⅓ cents ($9,533 33⅓), with ten per cent. interest per annum on four thousand seven hundred and sixty-six dollars and 66⅔ cents ($4,766 66⅔), from the 3d April, 1843. And the like interest on the further sum of four thousand seven hundred and sixty-six dollars 66⅔ cents from the 3d April, 1844, until final payment; and twelve dollars costs of protest. That the defendants, Van P. Winder and George S. Guion, pay jointly and severally to said R. R. Barrow, the sum of five thousand five hundred dollars ($5,500) with ten per cent. interest per annum on two thousand seven hundred and fifty dollars, from 3d of April, 1843, and like interest on the further sum of two thousand seven hundred and fifty dollars ($2,750), from 3d April, 1844, until final payment, and twelve dollars costs of protest. That the widow and heirs of the late William Bisland, to wit, Leonora Bisland, the widow of said William Bisland, in her own right, and as tutrix of his minor children, Thomas Bisland, and Leonora Bisland, and Jane Bisland, the wife of Samuel H. Lambdin, Elizabeth Bisland, the wife of Benjamin Williams, William A. Bisland, and John R. Bisland, who are also children and heirs of the said late William Bisland, and are of age, do pay to the said R. R. Barrow, the sum of ten thousand dollars, with ten per cent. per annum interest on five thousand dollars, from the 3d of April, 1843, and the like interest on the further sum of five thousand dollars, from the 3d April, 1844, until final payment, and six dollars costs of protest. That the said widow and heirs of the late William Bisland, do further pay to the said R. R. Barrow, jointly and severally with Richard E. Butler, the testamentary executor of the late Richard G. Ellis, and also jointly and severally with the widow and heirs

of the said R. G. Ellis, viz., Mary Jane Towson, the widow of said R. G. Ellis, in her own right, and as natural tutrix of her and the said Ellis's minor children, viz., Towson Ellis, Mary S. Ellis, and William C. Ellis, and Anna Ellis, and Eliza B. Ellis, the wife of Braxton Bragg, Richard G. Ellis, Jr., and Thomas N. Ellis, the last three being the heirs of age of the said R. G. Ellis, the sum of six thousand nine hundred and sixty-six dollars and sixty-three and one-third cents ($6,966 66⅓), with ten per cent. per annum interest on three thousand four hundred and eighty-three dollars and thirty-three and one-third cents ($3,483 33⅓), from the 3d of April, 1843, and with like interest on the further sum of three thousand four hundred and eighty-three dollars and thirty-three and one-third cents ($3,483 33⅓), from the 3d April, 1844, until final payment, and six dollars costs of protest. And it is further ordered, that the defendant, Thomas R. Shields, pay to the said R. R. Barrow the privileged debts which by the said acts of Nov. 9th, 1842, he and the other defendants in this suit had bound themselves to pay, and which they neglected, and which the said R. R. Barrow was compelled to pay, together with the costs and damages which the said R. R. Barrow had to pay in the suits instituted against him in this behalf, viz: one hundred and seventy-five dollars, the amount of the judgment obtained by King & Grissmore, on the 29th of April, 1843, in their suit against Thomas R. Shields, in the Fifth District Court of the State of Louisiana in and for the parish of Terrebonne; the further sum of seven hundred and seventy-two dollars and fifty cents, with five per cent. interest per annum, from the 16th day of February, 1847, amount of the judgment rendered by the First District Court of Louisiana, in and for the parish of Terrebonne, in suit No. 104, entitled Thomas Walsh *vs.* R. R. Barrow, as amended by the Supreme Court; the further sum of nine hundred dollars, with five per cent. interest per annum thereon, from the 27th December, 1842, and ninety dollars damages, amount of the judgment rendered by the Second District Court of Louisiana in and for the parish of Terrebonne, on the 24th of March, 1847, and confirmed, with ten per cent. damages, by the Supreme Court of Louisiana in the suit of Thomas Walsh *vs.* R. R. Barrow and R. H. Grinage, numbered 18, and the further sum of two hundred and fifty dollars and ninety cents costs of suit. And it is further ordered, that the other defendants in this suit, pay jointly and severally with the said Thomas R. Shields, to the said R. R. Barrow, the said sum of two thousand one hundred and eighty-eight dollars and forty cents, with five per cent. interest per annum on nine hundred dollars, from the 27th December, 1842; and on seven hundred and seventy-two dollars and fifty cents, from the 16th February, 1847; and that they severally contribute towards the payment of said sum in the same proportion in which they contributed towards the payment of the sum of thirty-two thousand dollars, which they bound themselves to pay by said act of November 9th, 1842, to wit, the said Victoire Shields, 14 $\frac{89}{100}$ per

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cent. thereof, the said Wm. B. Shields, also $14\frac{89}{100}$ per cent. thereof, the said George S. Guion, $8\frac{59}{100}$ per cent. thereof, the said Van P. Winder, also $8\frac{59}{100}$ per cent. thereof, the said legal representatives of R. G. Ellis, $21\frac{77}{100}$ per cent. thereof, and the said legal representatives of William Bisland, $31\frac{25}{100}$ per cent. thereof; the share of said Victoire Shields being three hundred and twenty-five dollars and eighty-seven cents, of which one hundred and thirty-four dollars and nine cents bear five per cent. interest per annum from 27th December, 1842, and one hundred and fifteen dollars and six cents bear like interest from 16th February, 1847; the share of said William B. Shields, being the same as that of the said Victoire Shields; the share of the said Van P. Winder, being one hundred and eighty-eight dollars, of which seventy-seven dollars and thirty-nine cents bear five per cent. per annum interest, from the 27th of December, 1842, and sixty-six dollars and thirty-nine cents, the like interest, from the 16th of February, 1847; the share of the said G. S. Guion, being the same as that of the said Van P. Winder; the share of the said legal representatives of R. G. Ellis, being four hundred and seventy-five dollars and ninety-three cents, of which one hundred and ninety-five dollars and seventy-one cents bear five per cent. per annum interest, from the 27th of December, 1842, and one hundred and sixty-eight dollars and twenty-one cents, the like interest from 16th February, 1847; and the share of the said legal representatives of William Bisland, being six hundred and eighty-four dollars and eighty-eight cents, of which two hundred and eighty-one dollars and thirty-three cents bear five per cent. interest per annum, from 27th December, 1842, and two hundred and forty-one dollars and forty-four cents, the like interest from 16th February, 1847. And it is further ordered, that the said Thomas R. Shields shall warrant to the said R. R. Barrow the title, and possession, and freedom from all incumbrances of the slave Liza, and of her offspring if any she has, and that the other defendants shall also remain the warrantors of the title of said slave to the said R. R. Barrow, in the above mentioned proportions. And it is further ordered, that the said Thomas B. Shields shall execute in favor of the said R. R. Barrow, any transfer or retrocession of the property intended to be re-conveyed to him by said act of 9th November, 1842, which the said R. R. Barrow may have a right to require by the agreements contained in said act; said transfer and retrocession to be approved by a master of this Court, and that on the said Thomas R. Shields failing so to do, this decree shall stand in lieu of said transfer and retrocession. And it is further ordered, that the defendants pay the costs of this suit.

Judgment rendered 15th December, A. D. 1852.

Judgment signed 20th December, A. D. 1852.

[SEAL.] THEO. H. McCALEB,
*U. S. Judge.*

*Extract from the Minutes.* Order granting appeal.

*New Orleans*, Thursday, 23d Dec. 1852.

Court met pursuant to adjournment. Present Hon. Theo. H. McCaleb, District Judge.

R. R. BARROW
vs. } 1042.
SHIELDS & BISLAND.

On motion of A. N. Ogden, Solicitor of the widow and heirs of William Bisland, deceased, defendants herein, and on representing to the court that the said defendants feel aggrieved by the decree herein rendered as against them, are desirous of appealing therefrom to the Supreme Court of the United States, it is ordered that the said Mary L. L. Bisland, widow of William Bisland, and tutrix of her minor children, Thomas Bisland and Leonora Bisland, Jane Bisland and her husband, Samuel H. Lambdin, Elizabeth Bisland and her husband, Benjamin Williams, William A. Bisland and John R. Bisland, be allowed an appeal as prayed for to the next term of the Supreme Court of the United States, the same to operate as a supersedeas, on their giving bond conditioned according to law, with Washington Jackson, Jr., as surety therein, in the penal sum of fifty thousand dollars.

*Extract from the Minutes.* Order granting appeal.

*New Orleans*, 24th Dec. 1852.

Court met pursuant to adjournment. Present Hon. Theo. H. McCaleb, District Judge.

R. R. BARROW
vs. } 1042.
SHIELDS & BISLAND.

On motion of Christian Roselius, Solicitor for Richard E. Butler, testamentary executor of Richard G. Ellis and Mary Jane Towson, widow of said R. G. Ellis, who defends in her own right, and as tutrix of her and the said Ellis's minor children, viz.: Towson Ellis, Mary S. Ellis, and William C. Ellis, and Anna Ellis, and Eliza B. Ellis, the wife of Braxton Bragg, Richard G. Ellis, Jr. and Thomas N. Ellis; the last three being the heirs of age of said Ellis, defendant herein; and on representing to the court that the said defendants feel aggrieved by the decree herein rendered against them on the 20th inst., and are desirous to take an appeal therefrom to the Supreme Court of the United States, it is ordered, that an appeal be allowed to the said defendants, returnable to the next term of the Supreme Court of the United States, the same to operate as a supersedeas, on said defendants executing their bond, conditioned as required by law in the penal sum of twenty-four thousand dollars, with good and solvent surety thereon.

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*Extract from the Minutes.* Of same date (24th Dec. 1852). Order granting appeal.

R. R. BARROW vs. SHIELDS & BISLAND. } 1042.

On motion of Jno. M. Chilton, Solicitor for William B. and Victoire Shields, defendants herein, and on representing to the court that the said defendants feel aggrieved by the judgment herein rendered against them on the 20th instant, and is desirous of appealing therefrom, it is ordered that an appeal to operate as a supersedeas be allowed to the said defendants, returnable to the next term of the Supreme Court of the United States on their giving bond, conditioned according to law, in the penal sum of thirty-one thousand five hundred dollars, with good and solvent security thereon.

*Extract from the Minutes.* Order granting Appeal.

AT CHAMBERS, *New Orleans*, Wednesday, 29th Dec. 1852.

THEO. H. McCALEB,
*District Judge.*

R. R. BARROW. vs. SHIELDS & BISLAND. } 1042.

On application of Christian Roselius, Solicitor for George S. Guion and Van P. Winder, defendants herein, and on his representing that the said defendants feel aggrieved by the decree herein rendered against them on the 20th instant, and are desirous to appeal therefrom, it is ordered that an appeal be granted to the said defendants to operate a supersedeas, and returnable to the next term of the Supreme Court of the United States on their giving bond conditioned as required by law, with good and solvent surety thereon, in the penal sum of twenty thousand dollars.

*Petition of Appeal.*

To the Honorable T. H. McCaleb, Associate Justice of the Circuit Court of the United States in and for the Eastern District of Louisiana, at New Orleans:

The petition of Victoire Shields, defendant in a certain decree in favor of R. R. Barrow *vs.* your petitioner and others, rendered on the 20th day of December, 1852, respectfully represents that she is aggrieved by said decree and that the same is erroneous, and she therefore prays for an appeal to operate as a supersedeas, staying all further proceedings on said decree until the same can be re-examined and affirmed or reversed. And your petitioner will ever pray, &c.

VICTOIRE SHIELDS.

Endorsed, "1052. U. S. Circuit Court." "Filed this 31st Dec. 1852, *nunc pro tunc* as of 24th Dec. 1852."

J. W. GURLEY, *Clerk.*